MILWAUKEE TRANSPORT SERVICES, INC.  
1942 NORTH 17TH STREET  
MILWAUKEE, WI 53205  
(Website: www.ridemcts.com)  

Purchasing Agent: Linda Hunsberg  
April 17, 2019  

REQUEST FOR PROPOSAL RFP MM-05-19  

Milwaukee Transport Services (MTS), the operator of the Milwaukee County Transit System (MCTS), is a quasi-governmental instrumentality of Milwaukee County. MTS is seeking proposals from firms’ qualified and interested in providing Architectural and Engineering Services and Consulting on an on-call basis. The Scope of Work includes responding to Task Order requests for performance of A&E work on an as-needed basis. There is no guarantee of usage. Services will be authorized by issuance of individual Task orders that will define in detail the scope and schedule of the work to be performed.

Proposals Due: MAY 29, 2019 - 2:00 P.M. CST  

Proposals shall be returned in a sealed envelope, with the return address and RFP. “RFP-MM-05-19” clearly marked on the outside, and mailed/delivered to:  

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

Late proposals will not be accepted, the due date, time and delivery location must be met. Duplicate submittals will not be accepted, one per firm address. Submittals sent by mail or any other means, the responsibility for their on-time delivery to MTS is wholly upon the firm.

Any award as a result of this RFP will be awarded to the most qualified firm in accordance with the requirements of this solicitation.

Term of Contract:  
This is a three (3) year firm fixed price contract from July 1, 2019 through June 30, 2022. The cap on expenses related to this contract will be $300,000 over the three years.

Firms Acknowledgement:  
By submitting a proposal, each firm will be deemed to have certified to MTS that the Proposer has fully investigated and become completely familiar with the Contract Document requirements. MTS will not consider claims for additional compensation based upon the Proposer’s lack of knowledge of such documents, statutes, regulations, resolutions or conditions. Occasions may arise that require clarification of Contract Documents. Proposer shall rely only on written addenda provided by the MTS Purchasing Agent when developing their proposal. In no event should a prospective proposer submit a proposal based upon an oral interpretation of the Contract Documents by any MTS staff or by any other firm or individual not associated with MTS or Milwaukee County.

By submitting a proposal, the firm and team acknowledge that they have read, understood and signed the Conflict of Interest form. Failure to disclose any actual or perceived conflict of interest may result in the proposer’s
Successful firm(s) 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. Milwaukee Transport Services, Inc. adheres to FTA Circular 4220.1F in its procurement policies. This procurement will be funded, in part, by the Federal Transit Administration (FTA). Any questions regarding this Request for Proposal shall be directed in writing to the Purchasing Agent listed on the front page of

TARGETED BUSINESS ENTERPRISE (TBE) REQUIREMENTS
Community Business Development Partners (CBDP) is responsible for monitoring and enforcing Milwaukee County’s Targeted Business Enterprise (TBE) Program for inclusion of small business. Targeted firms include DBE firms certified by the Unified Certification Program under Federal regulations and WBE and MBE certifications from the State of Wisconsin DOA.

Targeted Business Enterprise (TBE) participation goal for this project is 17%. To be considered for this project, you must submit a Subcontractor/Supplier Information Sheet (TBE-02) with your Bid/Proposal listing all subcontractors as well as signed and notarized 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 work/service(s) to be provided, (3) the dollar amount of such work, and (4) the percentage. The form is first completed and signed by the Prime, then forwarded to the TBE subcontractor for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered non-responsive. Community Business Development Partners (CBDP) is entitled to reject your Bid/Proposal for improperly completed forms.

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.

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

The official directory of eligible MBE and WBE firms may be found at the following link:
https://wisdp.wi.gov/Search.aspx

Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. Prime contractors are required to report payments received from the County and amounts paid to subcontractors. Subcontractors 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 subcontractor, the only requirement is to become a registered user and complete the one-hour webinar training. The County will enter the initial contract into the system, and the Prime will enter all subcontractors, including both TBE and non-TBE firms.

The Targeted Business Enterprise (TBE) Utilization Specifications and forms to be used are included in the Project Manual/RFP.
**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 subcontractors 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.

**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.

**Insurance:**
The awardee will be required to provide an insurance certificate that meets the minimum requirements and lists both Milwaukee County and Milwaukee Transport Services as additionally insured.

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

**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 RFP MM-05-19
3. Proposal from the successful Firms.

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

**Cost to Propose:**
MTS is not liable for any costs incurred by a proposer in the process of responding to this RFP, including but not limited to the costs of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

**No obligation of contract:**
This RFP does not obligate MTS to negotiate a contract for service(s) specified herein.

**Single Proposer Responsibility:**
Single proposer responsibility is required under the RFP. Each proposer responding to this RFP must be prepared to provide all professional services, special services, equipment, materials and supplies specified under the terms of this RFP and, if awarded the Contract, must be the sole contracting party with MTS, responsible for all aspects of the Contract. Note: Subcontracting is permitted.
Insurance:
An insurance certificate that meets the minimum requirements will be required. The certificate will list Milwaukee County and Milwaukee Transport Services as additionally insured.

Preparation of Proposal:
Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before preparing a proposal.

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation. This RFP sets forth specific questions that must be answered in each proposal. Each response should be clearly numbered, and the full question listed.

ENCLOSURES INCLUDE:
1. Request for Proposal MM-05-19
2. County Terms and Conditions
3. TBE Utilization Forms

SUBMIT THESE ITEMS IN THIS ORDER:
All firms will be required to submit the following forms for Request for Proposal RFP MM-05-19:
- Signature Sheet (One Signed Original)
- Technical Response, including applicable certifications (One Original and 5 hard copies and one electronic copy)
- One signed EEO Certificate
- TBE Utilization Forms – with the Price sheet(s) (One Original with Price Pages)
- One Anti-Lobby Certificate
- Debarment form
- Conflict of Interest From
- Non-Collusion Affidavit Form
- Bidders List Form
- Insurance Certificate
- Proof of Licenses
**TECHNICAL RESPONSE REQUIREMENTS**

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

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

B. **Project Management and Key Personnel**
   A concise summary of the Firm Team’s organization, experience, qualifications, and responsibilities, highlighting the relevant experience of the proposed project manager and key support personnel to provide the expertise to develop relative projects in the desired categories. Resumes of key personnel and other individuals and subfirms (if any) proposed to perform services for the On-Call Master Contract. Identify the tasks they would perform, their experience to perform these tasks, their personal credentials and certification to perform the work, and their related experience. Identify sub-firm(s) by firm name, address, and telephone number. Describe any past collaboration, including the responsibility of each team member(s), and the project outcome.

C. **Project Approach and Experience**
   Provide a brief description of firm team’s approach to effectively complete potential projects. Provide a brief description of related projects on which your team has had primary responsibility for any or all phases including planning, design, and engineering, environmental review, and construction. Note your team’s specific areas of responsibility for each project cited. Describe the Quality Assurance and Quality Control methods, project management approach, and controls used on similar services/projects.

D. **Successful Completion of Past Projects**
   Describe your record of performance on past similar contracts, including such factors as cost control, quality of workability to meet schedules, cooperation and responsiveness. Provide experience with jobs of various sizes and scopes as well as experience with leading other subcontractors, including TBE’s to produce a quality outcome.

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

Provide the following:

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

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

Proposers who submit a proposal may be required to make an oral presentation of their proposal to the MTS evaluation committee. Presentations will be scheduled through the Purchasing Agent and will be at the proposer’s expense. Selected proposers will be given adequate notice of the date and time for preparation of presentation.

Evaluation and Scoring Criteria

In addition to the technical response, the price 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 trade-off fashion to choose the proposal that represents the best value to MTS.

Evaluation Criteria

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Up to Points</th>
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<tbody>
<tr>
<td>Knowledge, ability, experience, and availability of firm and sub-Firms to perform the services.</td>
<td>25</td>
</tr>
<tr>
<td>Qualifications, knowledge and expertise of key staff identified in the proposal.</td>
<td>25</td>
</tr>
<tr>
<td>Previous work experience, including on-call contract work.</td>
<td>25</td>
</tr>
<tr>
<td>Firm’s approach to quality control, project management and product delivery.</td>
<td>25</td>
</tr>
</tbody>
</table>

Cost Response:

The cost figures shall be furnished on the price sheet provided and shall be submitted in a sealed envelope separate from your technical response. Your cost response shall include the price sheets and the signature sheet. One (1) original and (5) copies are required of your cost response, plus one on an electronic drive. Provide in a separate sealed envelope.

Provide complete information on the cost of providing service on the enclosed Pricing Sheet.

Contract Continuation Clause:

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP question deadline</td>
<td>May 10, 2019 close of business (4:30 pm)</td>
</tr>
<tr>
<td>RFP proposals due</td>
<td>May 29, 2019 by 2:00 PM Central</td>
</tr>
<tr>
<td>Presentations by proposers</td>
<td>scheduled as/if needed</td>
</tr>
<tr>
<td>RPF award</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Any questions regarding this Request for Proposal shall be directed to the Purchasing Agent listed on the front page of this RFP. No verbal responses from any agent of MTS shall be acted upon. For non-protest clarifications, submit questions in writing to: lhungsberg@mcts.org

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

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

1. INTRODUCTION
Milwaukee Transport Services, Inc. (MTS) is requesting qualifications from firms interested in providing professional Architectural and Engineering Services.

This Professional Services Contract will enable Milwaukee Transport Services, Inc., to obtain professional and technical assistance on short notice from the selected firm.

No specific projects have been identified at this time.

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

3. SCOPE OF WORK
The Scope of Work is responding to Task Order Requests for performance of Architectural and Engineering work as the need for such work arises. Task Order work may include, but is not limited to:

- Preparation of plans, specifications and cost estimates
- Inspection and Construction Support/Oversight
- Permitting
- Feasibility Studies
- Architectural Design Modifications to Existing Structures
- Structural Evaluations
- Design Engineering for Construction
- Facility Repair
- Other Professional Services as authorized by Milwaukee Transport Services, Inc.

The Task Order Process will consist of Milwaukee Transport Services, Inc contacting the Firm and requesting services related to an individual project. The Firm will then prepare a detailed scope, schedule, and budget for each individual Task Order. The Task Orders will be negotiated and agreed upon between Milwaukee Transport Services, Inc and the Firm.

The selected Firm will be expected to obtain such services through subcontracting if not available within the successful contractor’s firm.

The selected Firm will work with a variety of Milwaukee Transport Services, Inc. Staff on a variety of projects and will participate in or lead project team meetings, preconstruction meetings and progress meetings as determined appropriate for the specific Task Order.
4. **Categories**

**A. Civil Engineering**
Category may include, but is not limited to the following:
- Planning, plan and specification preparation, estimating, designing, drafting, analyze and design structures, bidding support, construction administration, construction observation, office engineering, geotechnical services and other tasks as necessary. These tasks may be related to the design and construction of:
  - Bus stop pad improvements;
  - Concrete panel removal and replacement;
  - Parking lot improvements;
  - Right-of-way improvements;
  - Other engineering related projects
  - Scheduled status update calls or meetings
  - Coordination with Utilities, property owners when applicable

**B. Structural Engineering**
Category may include, but is not limited to the following:
- Planning, plan and specification preparation;
- Estimating;
- Assessments;
- Calculations;
- Designing;
- Structure Evaluations;
- Structural Inspection;
- Other tasks as needed.
These tasks may be related to design and construction support of evaluating new or existing facilities, and other structural type projects.

**C. Electrical/Mechanical Engineering**
Category may include, but is not limited to the following:
- Providing plan and specification preparation;
- Assessments/evaluations; which include site visits
- Estimates for retrofitting existing systems;
- Electrical/mechanical design for duct banks, fans, Heating, Ventilation, and Air Conditioning (HVAC) units;
- Redesign and balancing of current air system;
- Other professional services.

**D. Architectural Services**
Tasks may include work such as the following:

- Provide architectural and landscape design services;
- Interior design/space planning and programming;
- Plans and Specifications;
- Cost Estimates for proposed small additions;
- Remodels and/or renovation construction projects

E. Construction Material Testing

Tasks may include work such as the following:

- Performing special tests and inspection relating to concrete, asphalt, and soil and other routine non-specialty testing services may include sieve analysis, backfill compaction, and densities.
- Other construction related quality control/quality assurance testing or inspections.
Firm Name: ________________________________

DUNS #: ___________________________

**Item 1**
Principle name and email: ________________________________

Principle fully loaded hourly billing rate: $_________

Overhead and Profit Margin by percent and dollar amount: ________________

**Item 2**
**Additional Staff**

Name and Title: ________________________________

Email address: ________________________________

Fully loaded hourly billing rate: $_________

Overhead and Profit Margin by percent and dollar amount: ________________

Name and Title: ________________________________

Email address: ________________________________

Fully loaded hourly billing rate: $_________

Overhead and Profit Margin by percent and dollar amount: ________________

Name and Title: ________________________________

Email address: ________________________________

Fully loaded hourly billing rate: $_________

Overhead and Profit Margin by percent and dollar amount: ________________
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, 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 Area (Wisconsin Counties of Milwaukee, Waukesha, Ozaukee and Washington) and________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:

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 – 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
NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of ____________________, ________

_________________________________________________
(Name of Organization)

_________________________________________________
(Title of Person Signing)

_________________________________________________
(Signature)

ACKNOWLEDGEMENT

STATE OF _______________________) ) ss
COUNTY OF _______________________)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _______ day of _____________, _______.

________________________
Notary Public Signature

My Commission Expires: __________________________________________________
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND
OTHER RESPONSIBILITY MATTERS

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

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a ten-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Contractor Name: _________________________________________________________

Date: ___________________________________________________________________

By: ______________________________

DUNS #: ________________________________________________

Name and Title of Authorized Representative: __________________________________

Signature of Authorized Representative: ______________________________________

CONFLICT OF INTEREST STATEMENT

[Name of Company] hereby certifies that our Firm’s officers and/or personnel assigned to this project or their immediate family members do not have a Conflict of Interest performing the duties outlined in our contract(s) with Milwaukee County Transit System (MCTS). To the best of our knowledge, no officer and/or personnel assigned or their immediate family members has a material financial interest in any commercial entity which may provide products or services as part of this MCTS project. If our Firm’s officers and/or personnel that are assigned to this MCTS project become aware of any development that may create a conflict of interest and compromise the integrity of the project, they shall notify MCTS immediately and take the necessary action to address the conflict.

Conflict of Interest: A situation in which professional judgment or behavior concerning a primary interest of a MCTS project has been improperly influenced by a different interest (such as for financial gain).

Immediate family member: spouse/partner or son or daughter.

Material financial interest: ownership or beneficial ownership of more than $10,000 worth of equity or one percent of the stock in a commercial entity.

(Name of Company)

(Authorized Name, Print) (Title)

(Name of Assigned Consultant, Print) (Signature of Consultant)

(Date)
Provisions A.1.10, A.1.14, A.1.7 Apply to – Awards exceeding $100,000 by Statute Provision A.1.10

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


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

APPENDIX A, 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING

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

Certificate Regarding Lobbying

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

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

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

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

The Contractor, [Name], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq. apply to this certification and disclosure, if any.
Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date
TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for PROFESSIONAL SERVICES

1. The award of the contract is conditioned upon achieving the 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 and MBE and WBE firms certified by the State of Wisconsin DOA. All firms must be certified prior to the proposal submission deadline. A firm certified in another state must be certified by the UCP or State of Wisconsin DOA prior to submission of proposal.

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. For a non-certified firm proposing as Prime, participation may be obtained utilizing a TBE firm, whether DBE, MBE, or WBE. For a TBE firm proposing as Prime, the goal must be satisfied using only DBE firms and MBE and WBE certifications count as additional participation once the goal is achieved through DBE participation. Any work a TBE Prime self-performs would be counted as additional participation in excess of the participation provided by certified sub-consultants.

3. **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 sub-consultant. 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.
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(s) cannot 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.
**SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET**

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>CERTIFICATION (DBE, MBE, WBE or none)</th>
<th>Address</th>
<th>Date Firm Established</th>
<th>Work or Service to be Performed</th>
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Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.
COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. ___________________ PROJECT TITLE _________________________________

TOTAL CONTRACT AMOUNT (less allowances) $ _____________________ TBE Goal: _______

<table>
<thead>
<tr>
<th>Name &amp; Address of TBE</th>
<th>Scope of Work</th>
<th>TBE Contract Amount</th>
<th>% of Total Contract</th>
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<tbody>
<tr>
<td></td>
<td>Detailed Description</td>
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Bidder/Proposer Commitment (To be completed by firm committing work to TBE)

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein.

Prime Contractor/Consultant_________________________Phone___________________, or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

_________________________________________________________ __________________________
Signature of Authorized Representative Name & Title of Authorized Representative Date

TBE Affirmation (To be completed by TBE Owner/Authorized Representative)

- I affirm that our company is certified as (check all certifications that apply)
  _____ DBE by the Unified Certification Program certifying partners
  _____ MBE by State of Wisconsin DOA
  _____ WBE by State of Wisconsin DOA

- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by (Prime or sub) ________________________________.

- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces.

- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.

_________________________________________________________ __________________________
Signature of Authorized TBE Representative Name & Title of Authorized TBE Representative Phone Number Date

FOR CBDP USE ONLY

Commitment number _____ of _____ Participation: __________________________ Project Total: __________________________

_________________________________________________________
Signature Date

TBE-14 (1/04/17) Previous Editions Obsolete
COMMITMENT TO CONTRACT WITH TBE

ADDITIONAL INFORMATION & REQUIREMENTS:

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

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

The Directory of MBE and WBE firms certified by the State of Wisconsin DOA eligible for credit toward the satisfaction of participation will be found at the following link:

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

2. 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.

3. 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.

4. 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.

5. 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.

6. 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 Milwaukee County’s TBE Program, please contact:

414.278.4751 or cbdpcompliance@milwaukeecountywi.gov
GENERAL DIRECTIONS
AND
TERMS AND CONDITIONS FOR
REQUEST FOR PROPOSALS (RFP)
08/23/2016

A. CERTIFICATIONS

THE FOLLOWING MUST BE SIGNED AND RETURNED WITH ALL RFPS


2. Designation of Confidential and Proprietary Information
DESIGNATION OF
CONFIDENTIAL AND PROPRIETARY
INFORMATION

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

We request that the following pages not be released:

Section  | Page #  | Topic
--- | --- | ---

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

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

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

Name-Authorized Representative  Company Name

Signature-Authorized Representative  Date
GENERAL DIRECTIONS FOR SUBMITTING PROPOSALS

1. **How to respond to Request for Proposals (RFPs):**
   All proposals shall be submitted and identified with the firm name and manually signed. Unsigned proposals shall not be considered.

2. **How to amend a proposal before due date and time:**
   After a proposal has been filed and the offeror desires to amend the response, the offeror may do so before the due date and time by filing an amendment fully identified with the original proposal submitted by number, commodity and submission date. All of the conditions and provisions of the request for proposal (RFP) shall be in effect. This must be submitted before the date and time for receipt of proposals as set forth in the RFP.

3. **Variations in Word and Figures**
   In case of variation between the amounts in words and figures, the amount prescribed in words will prevail.

TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL

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

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

2. **Binding Contract**
   A proposal received in response to a Request for Proposal (RFP) is an offer that can be accepted by Milwaukee Transport Services (MTS) to create a binding contract.

3. **Right to Award Without Negotiations**
   MTS reserves the right to make an award on the basis of the original proposal, without negotiations with any offeror.

4. **Award**
   In awarding a contract, price is but one factor to be considered, and award is not required to be made to the lowest responsive, responsible offeror. Award shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to MTS as determined by MTS, Materials Management.

   Milwaukee Transport Services, Inc 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, Inc., the best interests of Milwaukee Transport Services, Inc. will be served thereby.

5. **Trade Secrets**
   In the event sections of the response qualify as “trade secrets” as defined in Section
134.90(1) of the Wisconsin State Statutes a written request for a pledge of confidentiality must be submitted with the response. Should MTS disagree with the respondents request for a pledge of confidentiality, the material so submitted will be returned to the respondent without evaluation. Therefore, MTS suggests that only those items that truly qualify as “trade secrets” be designated confidential.

6. **RFP Content**
   All materials submitted with regard to this RFP shall become the property of MTS and may be returned only at MTS’s option.

7. **Oral Presentations**
   MTS reserves the right to schedule oral presentations for any respondents as it sees fit. If a respondent is invited to make an oral presentation, MTS will provide guidelines for the presentation at the time the invitation is extended, and any invitee(s) will be given adequate notice of the scheduled presentation date.

8. **Defaulting Respondents Excluded**
   No proposals will be accepted from any person, firm or corporation that has failed to perform faithfully any previous contract with MTS unless said person, firm or corporation has been reinstated on the eligible list of respondents by the Director of Materials Management.

9. **Delays in Delivery**
   Delays in delivery caused by bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays deemed by the Director of Materials Management to be clearly and unequivocally beyond the contractor's control, will be recognized. The vendor may be relieved of meeting the delivery time specified if vendor files with the Director of Materials Management a request for extension of time, signed by a responsible official, giving in detail all the essential circumstances which upon verification by Director of Materials Management justifies such extension.

10. **Delivery Terms**
    Proposals shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by you. (Proposals stating "F.O.B., shipping point with transportation charges prepaid" or any other deviations will not be considered.)

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

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

    No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does
not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section. The language in Section 9.05(2)(l) shall be included in all Request for Proposals (RFP) and bid documents.

13. **Funding - MTS Operating Contract**
   If funds are not appropriated for payment of this contract, the 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.

14. **Insurance**
   The successful respondent 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.

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wisconsin Workers’ Compensation</strong></td>
<td>Statutory or Proof of all States Coverage</td>
</tr>
<tr>
<td><strong>Employers’ Liability</strong></td>
<td>$100,000/$500,000/$100,000</td>
</tr>
<tr>
<td>United States Longshoreman and Harbor Workers</td>
<td>If required by law</td>
</tr>
<tr>
<td>Compensation Act Coverage</td>
<td></td>
</tr>
<tr>
<td><strong>Commercial General Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury &amp; Property Damage</td>
<td>$1,000,000 Per Occurrence</td>
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<td>(Incl. Personal, Injury, Fire, Legal Contractual &amp;</td>
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<tr>
<td>Products/Completed Operations</td>
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<tr>
<td><strong>Automobile Liability</strong></td>
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<tr>
<td>Bodily Injury &amp; Property Damage</td>
<td>$1,000,000 Per Occurrence</td>
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<tr>
<td>All autos-owned, non-owned</td>
<td></td>
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<td>and/or hired</td>
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<tr>
<td>Uninsured Motorists</td>
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<td>Per Wisconsin Statutes</td>
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MILWAUKEE TRANSPORT SERVICES, INC AND MILWAUKEE COUNTY, AS ITS INTEREST MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSUREDS 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 COVERAGE SHALL BE SUBMITTED TO 1942 N. 17TH 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.

15. **Intellectual Property Indemnification**
The successful respondent shall defend, at its expense, any action brought against MTS or Milwaukee County or their employees to the extent that it is based on a claim that the goods, services, or products provided in connection with this purchase order infringes any patent, trade secret, trademark, copyright, or other proprietary right. Successful respondent shall indemnify MTS and Milwaukee County for any costs, damages, and fees, including any costs, damages, and fees finally awarded against MTS and Milwaukee County, which are attributable to such claim, provided that MTS and Milwaukee County notifies successful respondent of the claim. MTS and Milwaukee County shall permit successful respondent, at successful respondent’s sole discretion, to defend, compromise or settle the claim. MTS and Milwaukee County shall provide all available information, assistance and authority to enable Vendor to do so, provided successful respondent reimburses MTS and Milwaukee County for such activity.

16. **Indemnification Agreement**
The successful respondent shall indemnify and hold harmless Milwaukee Transport Services, Milwaukee County, their employees, agents and assigns, from any and all liability for damages on account of injury, including death, to persons, including employees of Milwaukee Transport Services or Milwaukee County, or for damage to property which actually or allegedly results from or actually or allegedly arises in connection with the performance of services or the furnishing of goods or products provided in connection with this bid. In addition, the successful respondent shall reimburse Milwaukee Transport Services, Inc. and Milwaukee County for all costs, expenses, including all costs of defense attorneys fees, and all other losses incurred by Milwaukee Transport Services, Inc. or Milwaukee County in connection with any claims, demands and causes of action, whether meritorious or not, which may be brought against Milwaukee Transport Services, Inc., Milwaukee County or their employees, agents or assigns, arising in whole or in part from goods, services or products provided or furnished for this bid.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Opportunity to Cure**
MTS in its sole discretion may, in the case of a termination for default, allow the Contractor thirty (30) days to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
If Contractor fails to remedy to MTS’ satisfaction the default or any other terms covenants, or conditions of this Contract within the thirty (30) days after receipt by the Contractor of written notice from MTS setting forth the nature of said default, MTS shall have the right to terminated the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude MTS from also pursuing all available remedies against the Contractor and its sureties for said default.

25. 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.

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

27. A. Protest to Award
Calculation of time in days and hours shall exclude Saturdays, Sundays and major holidays.

1. All unsuccessful offers for a request for proposal shall be notified in writing by certified mail, return receipt requested or by fax machine transmission of the pending contract award. Protests to award must be delivered to the Director of Materials Management within seventy-two (72) hours after receipt of notice. A copy of the fax transmission cover sheet, or the department’s fax log, shall be conclusive proof of the time and date of receipt by the offeror.

2. A protest must be in writing and clearly state the reason for it. The Director of Materials Management shall review the protest and notify the protestor of a decision by certified mail, return receipt requested or by fax machine transmission within five (5) days. No contract shall be awarded while a protest is pending. A copy of the fax transmission cover sheet, or the department’s fax log, shall be conclusive proof of the time and date of receipt by the offeror.

3. A protest that is untimely or fails to clearly state the reason for the protest is invalid. The decision of the Director of Materials Management disqualifying the protest for these reasons is final and cannot be appealed.

B. Appeals to Purchasing Appeals Committee

1. Except as provided in (A. 3.) Above, 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
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 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.

28. **Waiver of Irregularities**

MTS may waive informalities and minor irregularities in proposals received.

29. **Contract Continuation Clause:**

Contractor recognizes that the services under this contract are vital to MTS and to the public and must be continued without interruption. Contractor agrees that MTS, in its sole discretion, and by written notice to Contractor at least 90 days prior to contract expiration, may extend this Agreement for up to an additional 90 days. If so extended by MTS, Contractor shall continue to provide services under this Agreement, on the same terms as set forth in this Agreement. MTS may terminate any such extension by providing Contractor with 90 days’ notice. Contractor further agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to any successor Contract.