

MILWAUKEE TRANSPORT SERVICES, INC.
Operator of the Milwaukee County Transit System
1942 NORTH 17TH STREET
MILWAUKEE, WI 53205
jczajkowski@mcts.org | www.ridemcts.com

BID 009-23 Surplus Transit Buses

Issue Date: MAY 25, 2023

Milwaukee Transport Services (MTS), operator of the Milwaukee County Transit System (MCTS), is a quasi-governmental instrumentality of Milwaukee County. MTS is selling several New Flyer 40' low floor diesel transit buses as surplus. These buses are considered non-runners. **Bids will be accepted via BONFIRE strategic sourcing software only.** Sealed bids must be uploaded before:

2:00 PM CST – JUNE 13, 2023

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

Sale Location: Milwaukee Transport Services, 1525 W. Vine Street, Milwaukee WI 53205

Items for Sale: TEN (10) 40' low floor New Flyer diesel buses. All 10 buses have been prepped for disposition, all the buses have had the radio, cameras, serviceable tires, batteries, refrigerant, fareboxes etc. removed. The buses have exceeded the minimum years in service and minimum mileage required by the FTA for selling/scraping of buses. Please note that they are 40' buses and Josh Solorio/Jason Riley will represent Maintenance in this process. The buses are powered by a Cummins ISL 9 engine, and some of the transmissions have been removed. Many of these buses have parts missing or damaged. **These are all non-runners.** Reserve price must be met. **A walk through to view these buses will be held on JUNE 6th, 2023, at 9:00 AM CST. Meet at the Fleet Maintenance building conference room located at 1525 W. Vine St where Maintenance personnel will take everyone around to view the buses.**

Payment Deadline: Seventy-two (72) hours after award. Check should be made out to Milwaukee Transport Services and delivered to John Czajkowski in room 104 of the Administration Building at 1942 N. 17th Street. Please call 414.937.3241 or email jczajkowski@mcts.org to make an appointment.

Removal Date: Within ten (10) Days after verified Receipt of Payment

How to Bid and Award of Contract: **Bids will be accepted via BONFIRE strategic sourcing software only** before the above date/time. This will be awarded by line item to the highest bidder.

Bidder shall be responsible to obtain all documents pertaining to bid via the website: <http://www.ridemcts.com>. No verbal responses or questions from any agent of MTS shall be acted upon.

Removal of Buses: The successful bidder shall accept the bus(es) in “as is” condition, with all faults, and shall make payment within seventy-two (72) hours after award. Removal shall occur within ten (10) calendar days after payment. If payment is not made within the seventy-two (72) hours after award, the next highest bid will receive the award. There shall be no exceptions. The buses cannot be driven off of MTS property. Bidders must arrange for removal of buses. MTS is not responsible for the cost of removal. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release MTS and Milwaukee County from liability therefore.

Questions: The deadline for questions related to this sale is **JUNE 6TH, 2023 at 2:00 PM CST.** All questions must be submitted in writing to jczajkowski@mcts.org.

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

Binding Contract: A proposal received in response to this bid is an offer that can be accepted by Milwaukee Transport Services, Inc., to create a binding contract without negotiation with any bidder or company.

Terms of Sale:

All sales are final. No refunds will be issued. This item is being sold as is, where is, with no warranty, expressed written or implied. The seller shall not be responsible for the correct description, authenticity, genuineness, or defects herein, and makes no warranty in connection therewith. No allowance or set aside will be made on account of any incorrectness, imperfection, defect or damage. Any descriptions or representations are for identification purposes only and are not to be construed as a warranty of any type. It is the responsibility of the buyer to have thoroughly inspected this item and to have satisfied himself or herself as to the condition and value and to bid based upon that judgment solely. The seller shall and will make every reasonable effort to disclose any known defects associated with this item at the buyer request prior to the close of sale. Seller assumes no responsibility for any repairs regardless of any oral statements about the item. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller premises after this removal deadline will revert back to possession of the seller, with no refund.

The purchaser will hold the MTS and Milwaukee County harmless from any and all debts, liabilities, judgments, costs, demands, suits, actions, or other claims of any nature arising from or incident to the handling, use, storage, shipment, reuse, resale, export, or other disposition of the items purchased.

Purchaser acknowledges and understands that the materials or equipment Purchaser is acquiring hereunder from Seller may contain any one or more of the following: paint containing lead, chromium, cadmium or other hazardous substances (collectively “Hazardous Paint”), asbestos, polychlorinated biphenyls (PCB’s), and petroleum and anti-freeze fluids. Each of these substances is or may be subject to Federal and State regulations concerning it or their removal, handling, storage, and disposal.

Purchaser acknowledges and understands the legal requirements and assumes full responsibility for the proper handling, repair, and/or disposal of the foregoing material(s) or equipment acquired hereunder

once title or risk of loss or both pass from Seller to Purchaser. Purchaser shall treat the materials or equipment Purchaser is acquiring hereunder as if it contains one or more of the above listed substances.

Purchaser agrees to release, indemnify, defend and hold harmless Seller, including its respective officers, agents and employees, from any and all claims, demands, losses, costs, damages, expenses or liabilities, including attorney fee's and related legal expenses for personal injuries of every kind or character, including but not limited to any and all claims arising out of damage to all property and injuries, including death, to all persons, including Purchaser's employees, subcontractors and agents, for contamination of or adverse effects on the environment, any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental authority, and all other claims or demands of every character as a result of Purchaser's removal operations or transportation, storage, disposal and use or re-use of said materials or equipment.

Upon transfer, the purchaser shall solely be responsible for any and all liability associated with the vehicles, and will indemnify and hold harmless MTS and Milwaukee County from any and all claims against MTS and Milwaukee County, arising from their use.

It shall be understood that any bid submitted to the MTS is made without collusion with any other bidder submitting a bid on the same item(s), and is in all respects fair and without fraud.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES,EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. MTS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MTS makes no guarantee, warranty or representation, expressed or implied, as to the condition of the vehicles.

The Purchaser agrees to indemnify MTS and Milwaukee County from any and all liability; loss or damage MTS or Milwaukee County may suffer as a result of claims, demands, costs or judgments against it by third parties arising out of the contract.

Purchaser acknowledges and understands that these buses are intended for the use of scrap only and are no longer intended for street driving.

General Conditions:

1. Bids received will be opened, read and recorded using Bonfire.
2. Offers to purchase the buses must be made on bid sheet and, the Signature Sheet must be signed by the bidder or his/her responsible representative.
3. It is the responsibility of the buyer to conduct proper checks and inspect the property thoroughly beforehand, for the buyer shall be regarded as having inspected and accepted the property in its actual state and condition once the bid is accepted.

MTS reserves the right to reject any and/or all bids, if it is deemed in its best interest.

4. Submitting a bid implies that the bidder has read and accepts all the General Conditions. All responses must be returned in a sealed envelope provided by bidder with bid number clearly marked and received by the due date and time at the address listed above.

Enclosure:

1. Bid Copy

Documents to be returned:

1. Bid Sheet
2. Signature Sheet

MCTS SURPLUS BUS BID 009-23

BUS #	YEAR	MILEAGE	VIN	RESERVE PRICE	BID PRICE
5126	2010	593,125	5FYD5FV04AB037458	\$500.00	
5132	2010	531,586	5FYD5FV0XAB037464	\$500.00	
5148	2010	559,003	5FYD5FV08AB037480	\$500.00	
5153	2010	581,150	5FYD5FV07AB037485	\$500.00	
5160	2010	613,307	5FYD5FV04AB037492	\$500.00	
5174	2010	577,911	5FYD5FV00AB037506	\$500.00	
5177	2010	472,446	5FYD5FV06AB037509	\$500.00	
5215	2011	593,125	5FYD5FV0 4AB037458	\$500.00	
5336	2012	528,537	5FYD5FV00CB040277	\$500.00	
5341	2012	544,332	5FYD5FV04CB040282	\$500.00	

SIGNATURE: _____ PRINT NAME: _____

BUSINESS / AGENCY NAME: _____

EMAIL ADDRESS: _____

All buses have miscellaneous parts missing, scrap tires installed, and are NOT in operational condition.

SIGNATURE SHEET

CASH DISCOUNT: n/a

Cash invoice discount for payment of invoices following receipt and acceptance of goods or services
____ n/a ____ % 30 days.

DELIVERY: n/a

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: _____