



**Invitation to Bid**  
**BEARINGS, BUSHINGS, SEALS, STEERING AND SUSPENSION**  
**PARTS**

**Bid Number: 10-2022**  
**Release Date: 2 AUGUST 2022**  
**Submission Deadline: 30 AUGUST 2022**

**MILWAUKEE TRANSPORT SERVICES, INC.**  
*Operator of the Milwaukee County Transit System*

**INFORMATION SUMMARY SHEET**

Bid Title: **BEARINGS, BUSHINGS, SEALS, STEERING, AND SUSPENSION PARTS**  
Bid Number: **10-2022**  
Bid Issuing Office: **Milwaukee Transport Services, Inc.**  
Bid Issue Date: **2 AUGUST 2022**  
Pre-Proposal Meeting: **NONE**  
Deadline for Receipt of Questions: **16 AUGUST 2022 2:00 p.m. Central Time**  
Bid Due: **30 AUGUST 2022 2:00 p.m. Central Time**  
Submission Location: **Upload Submissions at:**

**<https://ridemcts.bonfirehub.com/opportunities/72499>**

Bid Administrator (Offerors sole point of contact for all matters related to this bid):

**JASON ROSS**  
Milwaukee Transport Services, Inc.  
**JROSS@MCTS.ORG**

**All questions related to the bid should be submit via the “Ask a Question” toggle in [Bonfire](#). No one may contact any person at MTS or working with MTS regarding this bid, except the bid Administrator, without the Bid Administrator’s written consent. Any such unauthorized contact can be grounds for disqualification from consideration under this bid.**

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## I. Introduction and Project Information

Milwaukee Transport Services, Inc., (MTS), operator of the Milwaukee County Transit System (MCTS), is seeking bids for BEARINGS, BUSHINGS, SEALS, STEERING AND SUSPENSION PARTS

MCTS is innovating the way people across Milwaukee County get to work, school, medical appointments, entertainment and anywhere else they need to go. With a fleet of clean-diesel buses and a dedicated team of 1,100 drivers, mechanics, and administrative staff, MCTS provides nearly 29 million rides each year (pre COVID-19) and generates a massive economic impact for the region. MCTS is the 26th largest transit system in the nation. MCTS also manages Transit Plus, the paratransit service for persons with disabilities, which delivers an additional 513,000 rides through this service.

Known around the world for the award-winning “MCTS Excellence” program, MTS, through its MCTS operations, is proud to offer outstanding customer service and state-of-the-art features including clean-diesel buses, Real-Time tracking information, a digital ticketing app, and the reusable, smart M\*CARD. We are continually working to improve the rider experience, diversity and inclusion, efficiency, and sustainability.

### **Pre-Proposal Meeting**

There may be an open-house style Pre-Proposal Conference. Extensive information on the potential Pre-Proposal Conference can be found in Bonfire.

### **Questions**

This bid is issued by the MTS Department of Materials Management. Proposers may submit questions and requests for clarification regarding this Bid. Questions regarding this Bid shall be made in writing, and shall be submitted via the “Ask a Question” toggle in this Bid’s project page in Bonfire.

Questions sent to anyone other than the Bid Administrator will not be considered.

Responses to all questions and inquiries received by MTS will be posted on Bonfire. It is the responsibility of Offerors to check this website for any and all information such as answers or addenda related to the Bid.

The Bid Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding. Communication initiated by an Offeror to any MTS official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the Bid Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the MTS.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

### **Contract Term Dates**

This Invitation to Bid should not be construed as a contract to purchase goods or services from any of the participating Offerors.

If awarded, This will be a **ONE (1) year, fixed price** contract. The resulting contract is anticipated to commence 1 SEPTEMBER 2022 and terminate in 31 AUGUST 2022.

### **Method of Award**

Award will be made **in the aggregate** to the lowest responsive and responsible Offeror complying with the Specification. Award will be based on what is deemed in the best interest of Milwaukee Transport Services, Inc. **One (1) bid per Offeror will be allowed.**

MTS reserves the right to make an award to one or more Offerors or to reject any or all bids.

## II. Specifications

7/22/2022

**Specification No: FM-11-22**  
**For**  
**Bearings, Bushings, Seals, Steering, and Suspension parts**

### SCOPE

It is the intent of this specification to describe the minimum requirements for the purchase of Bearings, Bushings, Seals, Steering, and suspension parts for use in Milwaukee County Transit System buses. All items or features not specifically mentioned which are necessary or which are regularly furnished in order to provide complete service, shall be furnished by the successful bidder at the bid price and shall conform in quality of material and service to that usually provided by the engineering practice indicated in this specification. The Milwaukee County Transit System is managed and operated by Milwaukee Transport Services, Inc., and shall be referred to as MTS hereinafter.

### CLASSIFICATION

Bearing Standardization - Ball and Roller Bearings shall be manufactured to boundary dimensions (outside diameter, bore diameter and width) and tolerances which have been standardized by the Anti-Friction Bearing Manufacturers Association (AFBMA).

The prospective bidder shall refer to the below chart for estimated use during the course of this bid contract. The required amount is an estimate and not a guarantee of units purchased. The actual purchased number may be more or less.

### DOCUMENTATION

ALL parts furnished must meet or exceed OEM form fit finish and function.

<b>SECTION 1 – REQUIREMENTS</b>
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- 1.1 All bearings, seals, bushings, steering, and suspension components furnished by the supplier shall be the manufacturer's latest approved design and shall be in the manufacturers sealed container to preclude corrosion by contamination from the elements.
- 1.2 The supplier shall furnish the make and types of bearings, seals and bushings as specified by MTS unless authorized, in writing, to substitute another make and type by MTS. Where listed "**OR APPROVED EQUAL**", a request for approved equal status may be submitted. See section 2 – Samples, Inspection and Testing. Where listed "**OR SEE PRE-APPROVED LIST**", see section 1.7 a & b only.
- 1.3 The supplier and/or manufacturer shall furnish free of charge, engineering and technical assistance which may be required in connection with the use, maintenance and failure analysis of bearings, seals, bushings, steering and suspension components.
- 1.4 The seals furnished shall be of the highest industrial quality and meet all applicable coach manufacturer's requirements.
- 1.5 The bearings and seals furnished shall in no way affect engine or coach warranties.
- 1.6 All bearings, bushings and seals shall be virgin – as new. Used items will not be accepted.
- 1.7 All Steering and suspension components furnished must meet or exceed OEM form, fit, finish and function.

1.8 Pre-Approved

A. BEARINGS – the MTS pre-approved Bearings are as follows:

TORRINGTON	MERITOR	TIMKEN
FAFNIR	ALINABAL	FAG
NTN/BOWER	MRC	SKF
NDH	NACHI	KOYO
AURORA	RBC/HEIM	M.A.N.

B. SEALS – the MTS pre-approved Seals are as follows:

CHICAGO RAWHIDE	NATIONAL	STEMCO
FEDERAL MOGUL	GARLOCK	VICTOR
TCM	M.A.N.	

1.8 The table below is a sample of part numbers used.

MTS LOT #	DESCRIPTION	PART #
019-10-016	INNER WHEEL SEAL	GILLIG# 82-08148-002
018-06-009	JOINT-UNIVERSAL DRIVESHAFT	SPICER/DANA CP280X
121-01-004	AIR SPRING FRONT	NEW FLYER 055089
121-04-005	CENTER LINK	NEW FLYER 6328797
121-04-014	TIE ROD END	NEW FLYER 6328798
121-10-002	SEAL SHAFT FRONT AXLE	M.A.N. #06.56289.0369 6333910NFA
121-10-003	BEARING TAPER ROLLER FRONT AXLE	M.A.N. #06.32499.0043 SKF# BR331933
121-10-011	BEARING ROLLER TAPER FRONT AXLE	M.A.N. #06.32499.0016 SKF# BR32310
122-01-005	AIR SPRING REAR	NEW FLYER 009594
122-02-001	REAR SHOCK ABSORBER	NEW FLYER 152959
122-04-001	RADIUS ROD LOWER	NEW FLYER 015988NFA
122-11-013	BEARING M.A.N. ONLY	M.A.N. #06.36959.0035
122-11-015	RING-SEAL	M.A.N. #06.56279.0311 6312112NFA
122-11-016	RING-SEAL BUSHING	M.A.N. #81.50308.0006 6312117NFA
122-11-038	SEAL-SHAFT	M.A.N. #06.56279.0297 6312099NFA
123-04-002	END-ROD MALE	NEW FLYER #103278 CM-8Z AURORA
123-04-018	SOCKET- R.H. ASSY	NEW FLYER 070515
324-02-053	BEARING BALL SEALED	1641DC
910-10-010	BEARING INNER MUST HAVE 13-14 BALL BEARINGS	BL209Z

910-10-011	BEARING-OUTER	DELCO #9440138
121-08-002	SEAL-SHAFT	M.A.N. #06.56279.0262 6313119NFA
122-23-010	BUSHING-THREADED M115	M.A.N. #80.99606.0251 NEW FLYER #6313261
121-02-004	WASHER SEALING	M.A.N. #81.90711.0941 NEW FLYER #6313070
121-02-006	BUSHING OEM M.A.N. ONLY	M.A.N. #81.93020.0706 NEW FLYER #6313057
121-02-007	SEAL-SHAFT	M.A.N. #06.56279.0353
121-05-010	PIN -BRAKE SHOE	M.A.N. #81.50212.0036 NEW FLYER #6312122NFA
121-06-018	BUSHING SMALL	M.A.N. #81.93021.0117 NEW FLYER #6312083NFA
121-12-012	BEARING-THRUST ROLLER	M.A.N. #06.32819.0033 NEW FLYER #6313060
121-16-018	BUSHING FRONT RADIUS ROD	M.A.N. #81.43722.0047 NEW FLYER #6322936
122-10-006	SEAL-SHAFT AND HOLDER	M.A.N. #06.56289.0319 NEW FLYER #6312912
150-13-002	SHOCK ABSORBER HARDWARE	NEW FLYER 6323609
251-10-003	AIR SPRING REAR	GILLIG 82-70854-000
251-10-004	AIR SPRING FRONT	GILLIG 08-37209-000N
251-10-007	TORQUE ROD UPPER SUSPENSION	GILLIG 08-56201-000
251-10-010	TORQUE ROD LOWER SUSPENSION	GILLIG 08-56201-001
254-01-001	SOCKET END-RH THREAD	GILLIG 82-20993-000
254-01-004	SOCKET END-LH THREAD	GILLIG 82-20994-000
370-00-126	SHOCK ABSORBER REAR	GILLIG 11-73703-000
370-00-127	SHOCK ABSORBER FRONT	GILLIG 08-73701-000
370-00-128	SHOCK ABSORBER FRONT	NEW FLYER 345935
370-01-001	RADIUS ROD UPPER REAR	NEW FLYER 290882
601-01-003	SHOCK ABSORBER FRONT	NEW FLYER 498170
601-02-003	RADIUS ROD UPPER	NEW FLYER 574169
601-02-004	RADIUS ROD LOWER	NEW FLYER 344499
601-05-002	CENTER LINK ASSEMBLY	GILLIG 82-19512-000
601-05-004	CENTER LINK ASSEMBLY	NEW FLYER 6344747
601-05-005	TIE ROD END	NEW FLYER 6344765
601-05-006	TIE ROD END RH	GILLIG 82-19512-002
601-05-007	TIE ROD END LH	GILLIG 82-19512-001
601-06-001	HUB AND BEARING ASSY. FRONT	M.A.N. #81.93420.0349 NEW FLYER #6346288

602-01-001	SHOCK ABSORBER REAR	NEW FLYER 498171
602-02-001	RADIUS ROD UPPER REAR	NEW FLYER 466468
602-02-007	RADIUS ROD LOWER REAR	NEW FLYER 466467
602-06-013	SEAL PINION SHAFT	M.A.N. #81.96503.0531 NEW FLYER #6407910
602-09-002	BEARING ASSY-HUB UNIT REAR	M.A.N. #81.93420.0342 NEW FLYER #6392545
602-09-006	SEAL-SHAFT	M.A.N. #06.56289.0387 NEW FLYER #7700177
602-09-011	RADIAL SHAFT SEAL W/ABS PULSE WHEEL	M.A.N. #81.96503.0333 NEW FLYER #6392081
603-02-001	DRAG LINK ASSY	NEW FLYER 393842
603-02-002	DRAG LINK SOCKET ASSY	NEW FLYER 6399550
608-01-018	AIR SPRING FRONT OR REAR	NEW FLYER 303734
910-10-010	BEARING INNER SHIELDED	209ZJ SKF
370-00-009	RADIUS ROD FRONT	NEW FLYER 121971
370-01-006	KIT-UPPER RADIUS ROD 130MM BUSHING	NEW FLYER #6335815NFA
370-01-007	KIT-UPPER RADIUS ROD BUSHING 150MM	NEW FLYER #6356495
370-16-018	SEAL-SHAFT	M.A.N. #81.96503.0530 NEW FLYER #6361462NFA
370-16-019	BEARING ASSY. HUB UNIT	M.A.N. #81.93420.0346 NEW FLYER #6348112
370-16-020	SEAL ASSY-ABS RING & SHAFT SEAL	M.A.N. #81.96503.6000 NEW FLYER #6345864NFA
370-16-033	BEARING ASSY THRUST	NEW FLYER #6345895

## SECTION 2 – SAMPLES, INSPECTIONS, TESTS

Bidders seeking approved equal status for products not already approved shall submit the following information prior to the Deadline for Questions established in the first section of this solicitation document:

- 2.1 Specification Data Sheet showing the product meets or exceeds OEM quality and performance specification.
- 2.2 A list of three (3) transit properties (minimum) that have used the item(s) you are proposing to furnish, for at least two (2) years. Provide name, phone number and contact person.
- 2.3 A copy of manufacturer's warranty. Also, see Section 4 of this specification which outlines additional warranty requirements.
- 2.4 MTS may request a sample during the approved equal process.
- 2.5 MTS reserves the right to conduct tests before and after the award of the bid to determine compliance with this specification and to determine the suitability of the approved equal

item(s) for the use intended.

- 2.6 Authorized representatives of MTS shall have the right and shall be at liberty to inspect, with bidder's cooperation, all materials and workmanship under this contract.

### **SECTION 3 – PREPARATION AND DELIVERY**

- 3.1 Standard orders shall be shipped within 72 hours of receiving verbal or written release from MTS-Materials Management Department. Bidder(s) shall pay all freight charges to MTS and all freight charges necessary to return incorrect orders.
- 3.2 Emergency orders shall be shipped within 24 hours of receiving verbal or written release from the Materials Management Department. Additional freight costs deemed necessary by MTS shall be borne by MTS.
- 3.3 Failure to deliver stock orders or to promptly replace rejected material within 15 working days shall render the bidder(s) liable for the difference in replacement cost between the open market price and the contract price, where emergency procurement is necessary.
- 3.4 Bearings, bushings and seals shall be permanently stamped with manufacturer's identification symbol and or manufacturer's name. All bearings, bushings and seals shall be packaged in standard packaging bearing the name or identification symbol of the manufacturer. Manufacturer shall be responsible for labor to cover R&R and rebuild cost caused by a manufacturer's defect.
- 3.5 The shipping/receiving address is:  
Milwaukee County Transit System  
1525 W. Vine St.  
Milwaukee, WI 53205
- 3.6 All deliveries shall be completed between the hours of 7:00 AM and 2:00 PM, Monday through Friday.

### **SECTION 4 – WARRANTY**

- 4.1 All bearings shall carry the manufacturer's warranty.
- 4.2 A written warranty shall be supplied by bidder.
- 4.3 The successful bidder shall be responsible for ALL warranty claims filed by MTS. The successful bidder(s) shall act as an agent for the part manufacturer and shall agree to reimburse MTS for any labor or charges incurred at labor rate \$115.00 an hour to include towing cost for any quality defects in manufacturing promptly, prior to its reimbursement from the manufacturer, if necessary.
- 4.4 In the event the bidder(s) fails to comply with a request from MTS to repair, replace materials, correct defective work, equipment and accessories, MTS shall upon written notice to the bidder(s) have authority to deduct the cost(s) from the next payment due under the contract.
- 4.5 Any and all shipping cost incurred through the warranty process shall be the responsibility and be paid by the chosen vendor.

### **SECTION 5 – CONTRACTUAL PROVISIONS**

- 5.1 MTS reserves the right to purchase any part listed in any OEM New Flyer, Gillig, Meritor or M.A.N. price list from the successful vendor. These parts will be added to the ensuing contract after purchase. Specifically, this includes any Bearings, Bushings, Seals, Steering, and Suspension components that MTS needs to purchase as Genuine OEM New Flyer or Gillig,

Meritor or M.A.N. parts. Any items that need to be added to the ensuing contract will be submitted to the vendor in writing for confirmation of pricing and availability.

- 5.2 The agreement shall run for two (2) years from the initial contract date.
- 5.3 This agreement may be extended by mutual consent of both parties. The extension(s) shall be in the best interests of MTS.
- 5.4 This agreement may be canceled by either party for cause, with a thirty (30) day written notice. NOTE: MTS will invoke this option if minimum requirements of this specification are not met.
- 5.5 MTS shall NOT pay any penalties in case of cancellation.

**SECTION 6 – CHANGES TO BID/SPECIFICATION**

- 6.1 No changes whatsoever shall be allowed without prior written consent of the MTS Materials Management Department.
- 6.2 No verbal responses from any agent of MTS shall be acted upon. For non-protest clarifications, submit questions in writing.

**SECTION 7 – 2020 Addenda Questions/Answers**

The DBE Goal for this bid is ZERO (0) Percent.

The Listed pre-approved brands found in one section of the specification may also be used in other sections of the specification.

The table below lists a good faith estimate of annual usage. Please note that these quantities are subject to increase or decrease due to fluctuations in service demands.

MTS LOT #	DESCRIPTION	PART #	ESTIMATED USAGE
019-10-016	INNER WHEEL SEAL	GILLIG# 82-08148-002	6
018-06-009	JOINT-UNIVERSAL DRIVESHAFT	SPICER/DANA CP280X	10
121-01-004	AIR SPRING FRONT	NEW FLYER 055089	80
121-04-005	CENTER LINK	NEW FLYER 6328797	95
121-04-014	TIE ROD END	NEW FLYER 6328798	50
121-10-002	SEAL SHAFT FRONT AXLE	M.A.N. #06.56289.0369 6333910NFA	300
121-10-003	BEARING TAPER ROLLER FRONT AXLE	M.A.N. #06.32499.0043 SKF# BR331933	75
121-10-011	BEARING ROLLER TAPER FRONT AXLE	M.A.N. #06.32499.0016 SKF# BR32310	70
122-01-005	AIR SPRING REAR	NEW FLYER 009594	70
122-02-001	REAR SHOCK ABSORBER	NEW FLYER 152959	40
122-04-001	RADIUS ROD LOWER	NEW FLYER 015988NFA	55
122-11-013	BEARING M.A.N. ONLY	M.A.N. #06.36959.0035	95
122-11-015	RING-SEAL	M.A.N. #06.56279.0311 6312112NFA	100

122-11-016	RING-SEAL BUSHING	M.A.N. #81.50308.0006 6312117NFA	50
122-11-038	SEAL-SHAFT	M.A.N. #06.56279.0297 6312099NFA	1
123-04-002	END-ROD MALE	NEW FLYER #103278 CM-8Z AURORA	14
123-04-018	SOCKET- R.H. ASSY	NEW FLYER 070515	80
324-02-053	BEARING BALL SEALED	1641DC	10
910-10-010	BEARING INNER MUST HAVE 13- 14 BALL BEARINGS	BL209Z	10
910-10-011	BEARING-OUTER	DELCO #9440138	10
121-08-002	SEAL-SHAFT	M.A.N. #06.56279.0262 6313119NFA	100
122-23-010	BUSHING-THREADED M115	M.A.N. #80.99606.0251 NEW FLYER #6313261	1
121-02-004	WASHER SEALING	M.A.N. #81.90711.0941 NEW FLYER #6313070	5
121-02-006	BUSHING OEM M.A.N. ONLY	M.A.N. #81.93020.0706 NEW FLYER #6313057	1
121-02-007	SEAL-SHAFT	M.A.N. #06.56279.0353	1
121-05-010	PIN -BRAKE SHOE	M.A.N. #81.50212.0036 NEW FLYER #6312122NFA	70
121-06-018	BUSHING SMALL	M.A.N. #81.93021.0117 NEW FLYER #6312083NFA	2
121-12-012	BEARING-THRUST ROLLER	M.A.N. #06.32819.0033 NEW FLYER #6313060	1
121-16-018	BUSHING FRONT RADIUS ROD	M.A.N. #81.43722.0047 NEW FLYER #6322936	50
122-10-006	SEAL-SHAFT AND HOLDER	M.A.N. #06.56289.0319 NEW FLYER #6312912	4
150-13-002	SHOCK ABSORBER HARDWARE	NEW FLYER 6323609	145
251-10-003	AIR SPRING REAR	GILLIG 82-70854-000	5
251-10-004	AIR SPRING FRONT	GILLIG 08-37209-000N	2
251-10-007	TORQUE ROD UPPER SUSPENSION	GILLIG 08-56201-000	6
251-10-010	TORQUE ROD LOWER SUSPENSION	GILLIG 08-56201-001	2
254-01-001	SOCKET END-RH THREAD	GILLIG 82-20993-000	20
254-01-004	SOCKET END-LH THREAD	GILLIG 82-20994-000	20
370-00-126	SHOCK ABSORBER REAR	GILLIG 11-73703-000	10
370-00-127	SHOCK ABSORBER FRONT	GILLIG 08-73701-000	20
370-00-128	SHOCK ABSORBER FRONT	NEW FLYER 345935	95
370-01-001	RADIUS ROD UPPER REAR	NEW FLYER 290882	100

601-01-003	SHOCK ABSORBER FRONT	NEW FLYER 498170	35
601-02-003	RADIUS ROD UPPER	NEW FLYER 574169	145
601-02-004	RADIUS ROD LOWER	NEW FLYER 344499	5
601-05-002	CENTER LINK ASSEMBLY	GILLIG 82-19512-000	5
601-05-004	CENTER LINK ASSEMBLY	NEW FLYER 6344747	65
601-05-005	TIE ROD END	NEW FLYER 6344765	2
601-05-006	TIE ROD END RH	GILLIG 82-19512-002	2
601-05-007	TIE ROD END LH	GILLIG 82-19512-001	2
601-06-001	HUB AND BEARING ASSY. FRONT	M.A.N. #81.93420.0349 NEW FLYER #6346288	20
602-01-001	SHOCK ABSORBER REAR	NEW FLYER 498171	15
602-02-001	RADIUS ROD UPPER REAR	NEW FLYER 466468	100
602-02-007	RADIUS ROD LOWER REAR	NEW FLYER 466467	200
602-06-013	SEAL PINION SHAFT	M.A.N. #81.96503.0531 NEW FLYER #6407910	5
602-09-002	BEARING ASSY-HUB UNIT REAR	M.A.N. #81.93420.0342 NEW FLYER #6392545	40
602-09-006	SEAL-SHAFT	M.A.N. #06.56289.0387 NEW FLYER #7700177	200
602-09-011	RADIAL SHAFT SEAL W/ABS PULSE WHEEL	M.A.N. #81.96503.0333 NEW FLYER #6392081	5
603-02-001	DRAG LINK ASSY	NEW FLYER 393842	70
603-02-002	DRAG LINK SOCKET ASSY	NEW FLYER 6399550	2
608-01-018	AIR SPRING FRONT OR REAR	NEW FLYER 303734	265
910-10-010	BEARING INNER SHIELDED	209ZJ SKF	10
370-00-009	RADIUS ROD FRONT	NEW FLYER 121971	10
370-16-018	SEAL-SHAFT	M.A.N. #81.96503.0530 NEW FLYER #6361462NFA	50
370-16-019	BEARING ASSY. HUB UNIT	M.A.N. #81.93420.0346 NEW FLYER #6348112	30
370-16-020	SEAL ASSY-ABS RING & SHAFT SEAL	M.A.N. #81.96503.6000 NEW FLYER #6345864NFA	60
370-16-033	BEARING ASSY THRUST	NEW FLYER #6345895	10

### III. Disadvantaged Business Enterprise Participation Goal

The approved DBE participation percentage for this contract is: **0** %. DBE participation requirement relative to contract award shall be based upon the approved Commitment to Subcontract to DBE Firms (DBE-14 form). Contractors receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase DBE participation proportionally, when applicable. Offeror shall prepare and submit DBE-14 commitment form for each DBE company and report DBE utilization to the Community Business Development Partners (CBDP) Office via B2G Now online payment program. B2G Now is a Milwaukee County online system available to both Prime and Sub contractors at no charge. B2G Now

training is available through CBDP.

Failure to submit the DBE-14 form and submit payment information as prescribed herein, will result in disqualification of proposal, delay in payments, or other sanctions deemed appropriate MTS. The total project contract amount is an estimate. In some situations the DBE sub-contract amount might NOT be based on the total project contract amount. The goal percentage is based on the eligible scope of services that DBE participation can reasonably be obtained; which might not be based on the total project contract amount. The commitment percentage is the key indicator of DBE participation. The Pass/Fail determination is based on the percentage stated in the BID. If the Prime is using one or multiple DBE companies, the sum of the percentages MUST satisfy the minimum percentage stated in the BID.

For a list of certified DBEs, access directory below or call the Certification Section at (414) 278-4747. If you need additional assistance in the identification of TBEs, contact the Community Business Development Partners (CBDP) Office at (414) 278-5210 or [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov)

A prime Contractor shall count towards the DBE requirement and be credited with one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR § 26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.

Listing a DBE on the Commitment to Subcontract to DBE Firms form or Plan shall constitute a written representation and commitment that the prime contractor has communicated and negotiated directly with the DBE firms(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and percentage set forth thereon. The percentage and subcontractor's amount is based on the final negotiated project contract value; as described in paragraph 2.

DBE Utilization using B2G Now Online Payment System. The Prime Contractor must submit payment to DBE contractors on the Milwaukee County's online payment system; B2G Now. Payment must be submitted even if no TBE activity took place during the period being reported. CBDP will reject payment applications that are not in compliance with this section.

Offeror assures that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 49 CFR § 26. Offeror assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. Offeror assures that it will require that its covered organizations provide assurances to Offeror that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 49 CFR § 26 to the same effect.

## **IV. Bid Terms and Conditions**

### **Federal Transit Agency (FTA) Funding**

This Contract is subject to a financial assistance contract between MTS and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "U.S. DOT"), and Federal Transit Administration (hereinafter "FTA"). OFFEROR must at all times comply with all applicable FTA regulations, policies, procedures and directives.

### **Errors, Omissions, Minor Irregularities and Retained Rights**

All information in this Bid, including any addenda, has been developed from the best available sources; however, MTS makes no representation, warranty or guarantee as to its accuracy.

Should Offeror discover any significant ambiguity, error, omission or other deficiency in the Bid document, they must immediately notify the Bid Administrator in writing, via email, prior to the submission of the proposal. The failure of an Offeror to notify the Bid

Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, or other deficiency in the Bid document.

MTS may make an award under the Bid in whole or in part and change any omission scheduled dates. MTS reserves the right to use ideas presented in reply to this Bid notwithstanding selection or rejection of proposals. MTS reserves the right to make changes to and/or withdraw this Bid at any time.

### **Bid Opening**

Bids will be opened and read through the Bonfire portal. Due to the on-going health crisis, no members of the public will be allowed to observe the bid opening.

### **Withdrawal of Bid**

Prior to the Closing date, submissions may be withdrawn within Bonfire, for assistance contact [Support@GoBonfire.com](mailto:Support@GoBonfire.com) You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

After the bid closing date, a written request must be made to the Bid Administrator. Requests for withdrawal after the bid closing date may or may not be approved at the sole discretion of the Bid Administrator.

### **Bid Evaluation**

MTS will make an award based upon the lowest, responsive, responsible bid. A binding contract will be sent to the successful offeror. A sample contract is included in the bid documents for this solicitation.

### **Non-Responsive Bids**

Bids which are incomplete, obscure, conditioned, or qualified in any way, contain erasures or alterations, include alternate bids or other items not called for in the Bid Form and in the bid documents, are not in conformity with the law or with these instructions, or include any other irregularity, may be rejected as nonresponsive. MTS, in its sole discretion, will determine the responsiveness of each Offeror.

### **Waiver of Irregularities**

MTS reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving an Offeror an advantage or benefit not afforded to other Offerors. MTS may waive any requirements that are minor or not material.

### **Responsible Offeror**

MTS reserves the right to consider all elements entering into the determination of the responsibility of the offeror. MTS also reserves the right to take into consideration the Offerors past performance with MTS or and other entity in determining if the Offeror is responsible and qualified.

### **Single Bid, If Received**

If only a single bid is received, MTS may require that the Offeror provide the necessary cost or pricing data to enable MTS to perform a cost or price analysis to ensure that the bid price is fair and reasonable. If requested, the Offeror shall provide the cost or price data within five (5) working days of the date requested. MTS reserves the right to reject or accept the bid based on the cost or pricing data.

Where only one responsive and responsible bid is received, MTS reserves the right to negotiate price with the sole responsive Offeror.

### **Resulting Contract**

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

The successful Offeror agrees to enter into a contract with MTS's, a draft copy of which can be found in the files listed for this solicitation on Bonfire. Any exception to the terms and conditions set forth in the contract, or any additional terms or conditions proposed by Offeror to be incorporated into any resulting contract, must be

provided as set forth in Offeror's bid submission to be considered. Offeror should use the "Exceptions" form, which is available in the file section for this solicitation in Bonfire, to list their exceptions. Any exception or proposed additional contract term or condition not submitted will neither be considered nor accepted. MTS in its sole discretion may choose to exclude or include any terms and conditions proposed by Offeror.

If Offeror has any standard service level, warranty, or other such agreements, they should be submitted along with Offeror's proposal for consideration. MTS in its sole discretion may choose to use or incorporate any such agreements.

### **Alternate Bid Submissions**

Offerors may only submit one bid for evaluation. If Offeror submits more than one bid, MTS reserves the right to accept the most advantageous bid, as determined by MTS, and all other bids will be rejected. Any bid determined by MTS to be an Alternate Bid, defined as bids that offer something different than what is asked for, will be rejected.

### **Incurred Expenses**

MTS shall not be responsible for any cost or expense incurred by the firms preparing and submitting a bid or cost associated with meetings and evaluations of bids prior to execution of an agreement. This includes any legal fees for work performed or representation by offeror's legal counsel during any and all phases of the bid process, including any protest, appeal, or other administrative or judicial review process.

### **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 Offeror or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Offeror is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

### **Variations in Word and Figures**

In case of variation between the amounts in words and figures listed in any pricing document or for any given quantities, the amount prescribed in words will prevail.

### **Bid Exceptions**

Offerors have an obligation to review this bid in its entirety and indicate any exceptions to the bid requirements defined in the Bid and the Specification. If exceptions are taken, Offeror must note them on the "Exceptions" form which is located in the file for this solicitation on Bonfire. Any and all exceptions must be stated on the Exceptions form. MTS, in its sole discretion, may accept or reject any exceptions listed on the Exceptions form.

### **Incorporation of Documents into Contract**

This solicitation document, including any subsequently released addenda or documents, and the successful Offeror's submission in response to this solicitation will be incorporated into any resulting contract.

### **Continuation Clause**

Offeror recognizes that the services under this contract are vital to MTS and to the public and must be continued without interruption. Offeror agrees that MTS, in its sole discretion, and by written notice to Offeror prior to contract expiration, may extend the service for up to an additional 120 days or for any commercially reasonable length of time needed to successfully phase-in and phase-out services to a new contractor. If extended by MTS, Offeror shall continue to provide services under this Agreement, on the same terms and conditions as set forth in this bid and any resulting contract. MTS may terminate any such extension by providing Offeror with 30 days' written notice. Offeror further agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to any successor.

### **Open Records**

All materials submitted become the property of MTS. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations, and the Wisconsin

public records law. Proprietary restrictions are narrowly defined under Section 19 of Wisconsin Statutes, however, when accepted, it is the Offeror's responsibility to defend the determination in the event of an appeal or litigation.

Cost and pricing are public information and therefore cannot be kept confidential. Any other requests for confidentiality must be justified in writing and included in Offeror's bid submission. MTS has the sole right to determine whether designations made by an offeror qualify as trade secrets under the Wisconsin public records law.

BY SUBMITTING A BID, OFFEROR HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MTS HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MTS'S AGREEMENT TO WITHHOLD OR RELEASE THE INFORMATION PROVIDED BY OFFEROR IN RESPONSE TO THIS INVITATION TO BID.

### **Ownership of Data**

Offeror agrees that data contained in a bid, and all documentation provided therein, and innovations developed as a result of any resulting contract between MTS and Offeror cannot be copyrighted or patented. All data, documentation, and innovations arising out of or relating to any good and services created with use of funding from any resulting contract or agreement between Offeror and MTS become the property of MTS.

### **Data Security**

MTS requires that all Offerors with which it shares personally identifiable or confidential information, prior to or after contract award, secure and protect that information by following all applicable state and federal data privacy laws and to indemnify MTS for all legal liability resulting from or arising out of the release of such information based on the acts of Offeror or the acts of its employees, contractors or assigns or any breach of contract by Offeror.

### **False Information**

If MTS determines that an offeror purposefully or willfully submitted false information in response to this BID, the offeror will not be considered for an award and any resulting contract that may have been executed may be immediately terminated.

### **Delivery Terms**

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

### **Delays in Delivery**

Delays in delivery of any goods purchased as the result of this bid caused by bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays deemed by MTS to be clearly and unequivocally beyond the Offeror's control, will be recognized. The Offeror may be relieved of meeting the delivery time specified if Offeror files a written request to MTS for an extension of time, signed by a responsible official, giving in detail all the essential circumstances which upon verification by MTS justifies such extension.

### **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 Offeror 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.

### **Insurance Requirements**

A Certificate of Insurance (COI) meeting the MTS minimums, must be received from all parties doing work at the work site, prior to any work starting. The certificates of insurance must list Milwaukee Transport Services, Inc and Milwaukee County as additionally insured.

**Tax Exemption:**

MTS 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. CES 008-1020421665-08. Bids shall be submitted excluding any of these taxes.

**Code of Ethics**

Offeror agrees that no person(s) with a personal financial interest in the approval or denial of any resulting contract related to this bid and which is funded and regulated by a County department will make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a proposal is submitted to MTS until the bid has been awarded and any resulting contract has reached final disposition.

**Termination by MTS for Default**

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

Opportunity to Cure MTS in its sole discretion may, in the case of a termination for breach or default, allow the Offeror 30 days in which 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 Offeror fails to remedy to MTS's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 30 days after receipt by Offeror of written notice from MTS setting forth the nature of said breach or default, MTS shall have the right to terminate the Contract without any further obligation to Offeror. Any such termination for default shall not in any way operate to preclude MTS from also pursuing all available remedies against Offeror and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that MTS elects to waive its remedies for any breach by Offeror of any covenant, term or condition of this Contract, such waiver by MTS shall not limit MTS's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**MTS Termination for Convenience**

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

**MTS Rights of Access and Audit of Records:**

The Offeror, Lessee, or other party to any contract resulting from this bid, its officers, directors, agents, partners and employees shall allow MTS and any other party MTS may name, with or without notice, to audit, examine and make copies of any and all records of the Offeror, Lessee, or other party to any resulting contract, related to the terms and performance of any resulting contract for a period of up to three years following the date of last payment, the end date of any resulting contract, or activity under any resulting contract, whichever is later. Any subcontractors or other parties performing work on any resulting contract will be bound by the same terms and responsibilities as the Offeror. All subcontracts or other agreements for work performed on any resulting contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

**Retention of Records**

If applicable, Offeror agrees to retain all records related to any resulting contract for a period of at least three years from final date of payment.

### **Covid- 19 and Mission Critical Services:**

MTS has identified the services under this solicitation to be critical to MTS's ability to provide essential services to the community. As such, during the duration of the current COVID-19 pandemic, and while there are federal, state, and/or local orders relating to or arising from this pandemic, or during any future pandemic or state of emergency declared during the term of any resulting contract by federal, state, or local governments, Offeror will:

Dedicate resources to identify and mitigate situations in the workplace or jobsite which may introduce, expose, or spread the contagion subject to the pandemic.

Screen employees following current CDC guidelines to verify they have not: a) Traveled to a Level 2 or 3 Country in the past 14 days or visited an area that requires self-quarantine because of COVID-19 infection, b) Had close contact (within 6 feet) with anyone known or suspected to have COVID19, c) Exhibited any symptoms (chest or back pain, cough, difficulty breathing) of COVID-19 or had a fever greater than 100.4 in the past 14 days.

Educate employees on key CDC recommendations including how employees can protect themselves and what employees should do if they feel sick.

Provide MTS services remotely, to the greatest extent possible.

Notify MTS within 24 hours of becoming aware of any employee who has been on site at any MTS building, or in contact with any MTS employee, that has a confirmed or suspected case of COVID-19.

Notify MTS immediately if Offeror believes, or has reason to believe, Offeror will be unable to provide services or goods under this Contract.

MTS is not responsible for any costs, and will not be invoiced for any incomplete work, if MTS revokes permission for Offeror's employees to be on MTS property due to that employee exhibiting symptoms of COVID-19, or any other illness.

## **V. Required Federal Clauses**

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in other Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F and FTA Master Agreement or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all DOT or FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Offeror shall not perform any act, fail to perform any act, or refuse to comply with any of MTS's requests that would cause MTS to be in violation of the FTA terms and conditions. Offeror agrees to comply with all provisions listed below, as applicable:

**Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, for all Orders or services that qualify as "federally assisted construction contracts" as defined in 41 CFR Part 60-1.3, Offeror agrees to comply with the equal opportunity clause under 41 CFR 60-1.4(b), incorporated herein by reference, and E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**Davis Bacon Act, as amended (40 U.S.C. 3141—3148).** If the Order is in excess of \$2,000 and pertains to construction or repair, and further, if required by Federal program legislation, Offeror shall comply with the Davis- Bacon Act (40 U.S.C. 3141 - 3144 and 3146-3148) and as supplemented by Department of Labor regulations (29CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Offeror is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Offeror shall be required to pay wages not less than once a week.

**Copeland “Anti-Kickback” Act (40 U.S.C. 3145).** If the Order is in excess of \$2,000 and pertains to construction or repair, Offeror shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Offerors and SubOfferors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides in part that Offeror shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Order is in excess of \$100,000 and involves the employment of mechanics or laborers, Offeror shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Offeror shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Bayh-Dole Act (35 U.S.C. 200-212).** If the Order is for the performance of experimental, developmental, or research work, under a “funding agreement” under 37 CFR 401.2(a) Offeror shall provide for the rights of the Federal Government and MTS in any resulting invention in accordance with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

**Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251—1387), as amended.** If the Order is in excess of \$150,000 Offeror shall comply with all applicable standards, Orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Energy Policy and Conservation Act (42 U.S.C. 6201).** Offeror agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** If the Order is for \$100,000 or more, Offeror and its subcontractors shall file the certification required by this statute and associated regulations. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to MTS.

**Debarment and Suspension (E.O.s 12549 and 12689).** Offeror represents and warrants that it is not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR Part 180 that implement E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Offeror must comply with 2 CFR Part 180, Subpart C and must include a requirement to comply with this regulation in any lower tier covered transaction it enters into.

Offeror shall have an ongoing duty during the term of this Agreement to disclose to MTS on an ongoing basis any occurrence that would prevent Offeror from making the certifications contained in this Section. Such disclosure shall be made in writing to MTS within five (5) business days of when Offeror discovers or reasonably

believes there is a likelihood of such occurrence.

This certification is a material representation of fact relied upon by MTS. If it is later determined that Offeror did not comply with 2 CFR Part 180, Subpart C, in addition to remedies available to MTS, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

**Notice to U.S. DOT Inspector General.** Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, and MTS, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between Contractor and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a 95 criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of Contractor, including divisions tasked with law enforcement or investigatory functions.

**Procurement of recovered materials.** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. If applicable, Offeror shall comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Domestic preferences for procurements (2 CFR 200.322).** As appropriate and to the extent consistent with law, the Offeror should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section must be included in all subawards including all contracts and purchase orders for work or products under this Order.

For purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coatings, occurred in the United States and “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinylchloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR 200.321).** Offeror shall take affirmative steps to include minority businesses, women's business enterprises, and labor surplus area firms when possible by:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in steps a. through e. of this Section.

#### **Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216)**

Offeror shall not obligate or expend funding provided under this Contract to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- d. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- e. Telecommunications or video surveillance services provided by such entities or using such equipment.
- f. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

## **IV. Protest and Appeals Policy for Sealed Bids**

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

### **Prior to Sealed Bid Opening**

Protests to form and content of the bid documents must be received by the Director of Procurement not less than five (5) days prior to the time scheduled for bid opening. Protests shall be in writing and must state the reason for the protest.

The Director of Procurement or their designee shall review protests, and if modification is necessary, the bid opening date shall be extended and addenda containing the changes shall be sent to each offeror. If the modification is rejected, the protestor shall be notified. The decision of the Director of Procurement or their designee is final.

### **After Sealed Bid Opening:**

Protests concerning irregularities on sealed bid opening procedures or compliance by offerors with bid documents shall be received by the Director of Procurement or their designee within seventy-two (72) hours after time of bid opening.

When a sealed bid is awarded to other than the lowest offeror, all offerors shall be notified in writing of the proposed award. Protest to the award must be delivered to the Director of Procurement or their designee within seventy-two (72) hours after receipt of notice. E-mail notice is considered written notice for the purposes of this section. A copy of the sent email shall be conclusive proof of the time and date of receipt by an Offeror.

A protest under Paragraph B, above, must be in writing and must state the reason for the protest. If written notice is given in the form of an e-mail, the date the e-mail is received by The Director of Procurement is the date the notice was given.

### **Protest Decisions**

The Director of Procurement or their designee, shall review the protest and notify the protestor of a decision in writing within five (5) days. No contract shall be awarded while a protest is pending.

A protest that is untimely or fails to clearly state the reasons for it or has been made prior to the bid opening is invalid. The decision of the Director of Procurement, or their designee, disqualifying the protest for these reasons is final and cannot be appealed.

### **Appeals to the Purchasing Appeals Committee**

Except for decisions made under Paragraph C, protests from the decision of the Director of Materials Management, or their designee, shall be made to the Purchasing Appeals Committee by delivering a written request for an appeal hearing. This written request must be given to the Director of Procurement seventy-two (72) hours after the receipt of the Director of Procurement's or their designee's decision is received by Protestor. E-mail notice is considered written notice for the purposes of this section. A copy of the sent email shall be conclusive proof of the time and date of receipt of notice.

If written notice is given in the form of an e-mail, the date the e-mail notice is received by the Director of Procurement is the date notice was given. A written appeal sent by the U.S.P.S or other postal carrier must be received, and time stamped by the Procurement Department to effect notice. Mailed notice must be sent to the following address:

**Purchasing Appeals Committee  
C/O MTS Procurement Department  
1942 North 17th Street  
Milwaukee, WI 53205**

All requests for an appeal hearing must state the grounds upon which the protest is based. No contract shall be awarded until the decision of the appeal is sent in writing to the protesting offeror.

The Chairperson of the Purchasing Appeals Committee or their designee shall notify all interested persons of the time and place of the appeal hearing.

The Purchasing Appeals Committee shall have the authority to affirm, reverse or modify the underlying decision of the Director of Procurement, or their designee, and its decision shall be final.

## **IV. Preparing and Submitting a Bid**

Offerors shall be responsible to obtain all documents pertaining to the bid via the website:

<https://ridemcts.bonfirehub.com/opportunities/72499>

### **Instructions for Bid Submittal**

Please follow these instructions to submit via the Bonfire Public Portal.

### **Requested Documents**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

#### **1. Upload your submission at:**

<https://ridemcts.bonfirehub.com/opportunities/72499>

### **Important Notes**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

**Need Help?**

Milwaukee County Transit System uses a Bonfire portal for accepting and evaluating bids and proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>