



Invitation to Bid
BRAKE SYSTEM PARTS

Bid Number: 2022-22
Release Date: 18 NOVEMBER 2022
Submission Deadline: 6 JANUARY 2023

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

INFORMATION SUMMARY SHEET

Bid Title: BRAKE SYSTEM PARTS
Bid Number: 2022-22
Bid Issuing Office: Milwaukee Transport Services, Inc.
Bid Issue Date: 18 NOV 2022
Pre-Proposal Meeting: NONE
Deadline for Receipt of Questions: 16 DECEMBER 2022 2:00 p.m. Central Time
Bid Due: 6 JANUARY 2022 2:00 p.m. Central Time
Submission Location: Upload Submissions at:

<https://ridemcts.bonfirehub.com/opportunities/80126>

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 BRAKE SYSTEM 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 15 JANUARY 2023 and terminate in 31 JANUARY 2024.

Method of Award

Award will be made PER ITEM 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

SPECIFICATION NO. FM-14-22

FOR FRONT AND REAR BRAKE PARTS *Updated 11/16/2022*

SCOPE

It is the intent of this specification to describe the minimum requirements for the supply of new front and rear brake shoe assemblies, brake drums, brake rotors and brake sub system components used on M.A.N. axles and Meritor axles on 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. Milwaukee County Transit System is managed and operated by Milwaukee Transport Services, Inc., and shall be referred to as MTS hereinafter.

CLASSIFICATION

MTS operates an active fleet of approximately 333 transit buses for Milwaukee County.

- 209 New Flyer Buses
- 124 Gillig Buses

Approximately (297) are equipped with drum brake axles.

- 124 Meritor Axles
- 173 M.A.N. Axles

Each axle set, front and rear, will include four brake shoe assemblies.

The bidder shall be required to supply approximately (75) seventy-five front axle sets and (100) one hundred rear axle sets during the course of one (1) year for M.A.N. Axles. The bidder shall be required to supply approximately (25) twenty-five front axle sets and (30) thirty rear axle sets during the course of one (1) year for Meritor Axles.

The bidder shall be required to supply approximately fifty (50) front brake drums and one hundred (100) rear brake drums during the contract. New Flyer Drums

The bidder shall be required to supply approximately one hundred (100) front brake rotors and one hundred (100) rear brake rotors. New Flyer Rotors

The bidder shall be required to supply approximately fifty (50) front brake drums and fifty (50) rear brake drums. Gillig Drums

The quantity stated is given for bidding information only and is not an indication of the actual amount to be used. The actual amount may be MORE OR LESS than the indicated quantity.

Requests for approved equals shall be submitted in writing prior to the deadline for questions. (See section 3 of this specification.) Requests that are not timely or fail to provide the necessary information will not be considered.

SECTION 1 - REQUIREMENTS

1.1. General

- 1.1a Each axle set shall include four (4) complete brake shoe assemblies.
- 1.1b Brake shoe assemblies shall be complete assemblies and include all necessary bushings, pins, O-rings, and hardware necessary for installation.
- 1.1c Remanufactured brake shoes are accepted however must be tested and approved.
- 1.1d Brake lining shall be riveted to the brake shoe.
- 1.1e All parts shall be new and unused.
- 1.1f All brake kit part numbers listed are designated as approved. The Maintenance Department reserves the right to approve or reject other brake kit part numbers as “approved equals” prior to final bid award.
- 1.1g Lining material will meet or exceed FMVSS 121 Testing standards for transit buses.
- 1.1h Lining material will be organic non-asbestos.
- 1.1i Lining material will be accepted and conform with American Public Transportation Association (APTA) Recommended Practice BT-RP-002-05 Transit Bus Foundation Brake Lining Classification.
- 1.1j Spent brake shoe cores will remain the property of MTS.
- 1.1k **Approved Part Numbers:**
 - ITEM 1: BRAKE AXLE SET-FRONT, COMPLETE
 - MTS # 121-06-060**
 - New Flyer 6392470
 - Haldex TM4656TCJ
 - Mohawk # MBK-3209
 - Estimated annual usage: 75
 - ITEM 2: BRAKE AXLE SET – REAR, COMPLETE
 - MTS # 122-14-060**
 - New Flyer 6392472
 - Haldex TM4657TCJ
 - Mohawk # MBK-3208
 - Estimated annual usage: 100

ITEM 3: BRAKE AXLE SET- FRONT, COMPLETE

MTS # 251-07-007 / 251-07-008

Gillig- 82-19665-000 Shoes/Lining 82-21350-000 Hardware Kit

Meritor- KIT 8897ACL

Estimated annual usage: 25

ITEM 4: BRAKE AXLE SET- REAR, COMPLETE

MTS # 251-15-007 / 251-15-008

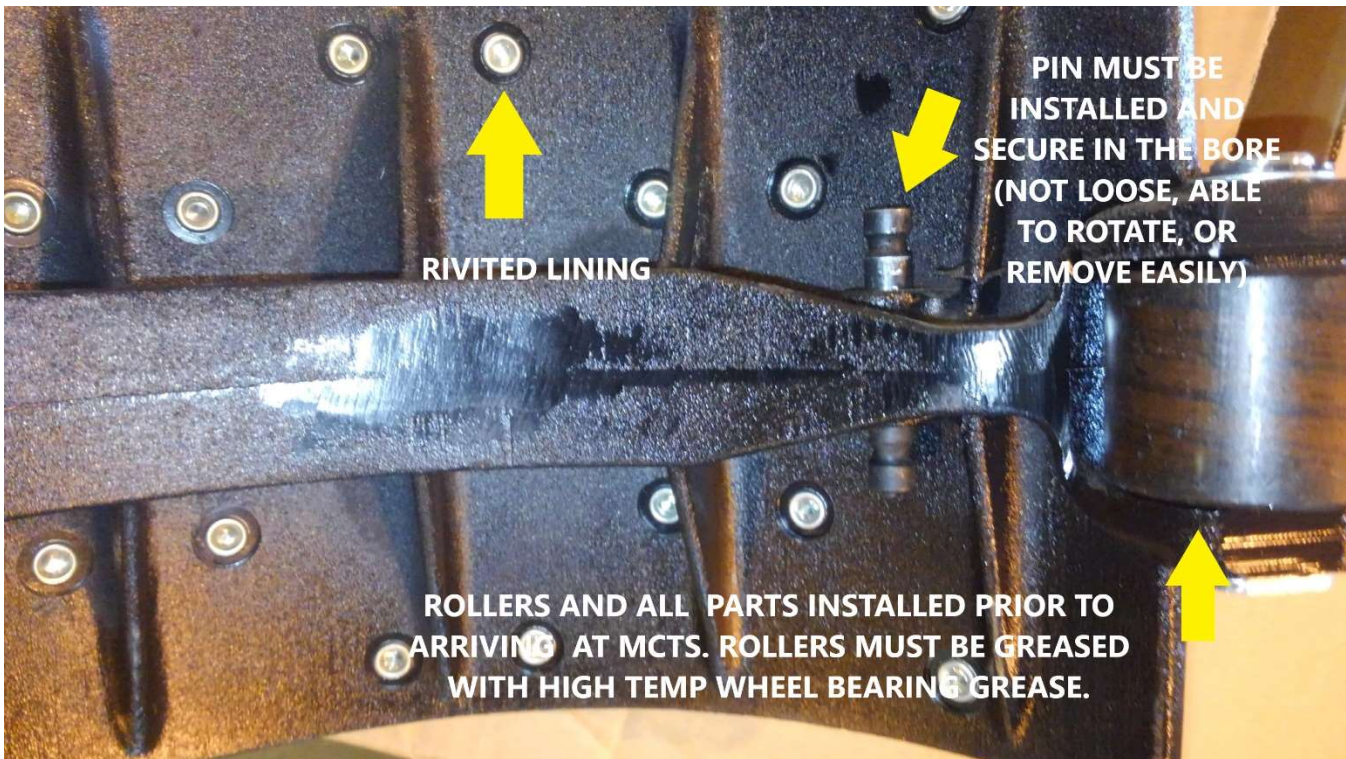
Gillig- 82-07935-000 Shoes/Lining 82-52959-000 Hardware Kit

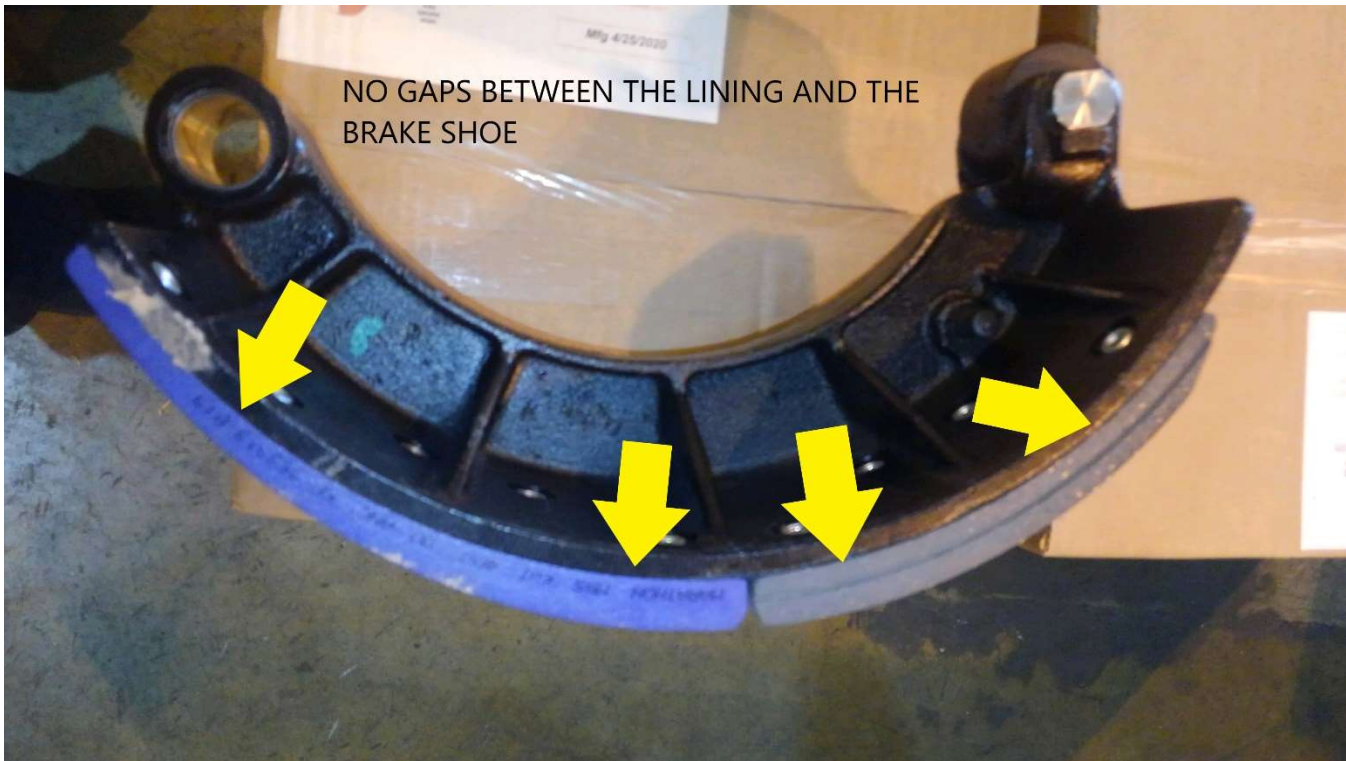
Meritor- KIT 6109ACL

Estimated annual usage: 30

1.1L

NEW FLYER SHOES RIVETED LININGS BELOW





1.2 General

- 1.2a Brake drums and rotors must be engineered to SAE metallurgical standards (G3000) and meet all OE specifications for weight, configuration, and tolerances.
- 1.2b Each brake drum and rotor shall be machined to OEM dimensions ready for installation.
- 1.2c The rotor's entire surface shall be heat treated to produce a thin compound layer that is predominately epsilon iron nitride (Fe_2N_3) and carbon and nitrogen enriched diffusion zone.
- 1.2d Approved parts are manufactured by Webb and maintain Vortex and FNC Heat Treated Technology – associated part numbers:
 - 1. New Flyer Front brake drum – **MTS # 121-10-001**: New Flyer # 6312397
Vortex 74040P
 - 2. New Flyer Rear brake drum – **MTS # 122-16-011**: New Flyer # 6312400
Vortex 74089P

3. New Flyer Front brake rotor – **MTS # 601-06-007:** New Flyer # 6347297
FNC Heat Treated 55040P-99
4. New Flyer Rear brake rotor – **MTS # 602-09-001:** New Flyer # 6359347
FNC Heat Treated 56020P-99
5. 2019, 2020,2021 and 2022 Gillig Front Brake Drum- **MTS # 602-14-004:** Gillig# 82-42628-000
6. 2019 Gillig Rear Brake Drum- **MTS # 251-15-009:** Gillig# 82-73686-000
7. 2020, 2021 and 2022 Gillig Rear Brake Drum- **MTS # 251-15-010:** Gillig# 82-64855-006

1.3a General

MTS LOT NUMBER	PART NUMBER	DESCRIPTION	ESTIMATED USAGE
007-60-902	82-19602-009	Roller, Brake shoe	9
007-67-935	82-80417-000	Spider Assy, CS	0
007-67-936	82-69169-000	Spider Assy, SS	0
007-67-937	82-11275-000	Bushing	0
007-67-938	82-43907-000	Camshaft, RH	8
007-67-939	82-43906-000	Camshaft, LH	8
007-67-941	82-11692-000	Flat washer, Anchor pin	16
007-67-942	82-64855-001	Spider, brake	2
007-67-943	82-00073-000	Lock washer	50
007-67-945	82-64855-003	Bracket, brake chamber, RH	0
007-67-946	82-03397-000	Washer, spacer 1.53ID X 2.44OD X .06THK	24
007-67-947	82-08207-000	Flat washer, 1.47ID X 2.25OD X .03THK	26
007-67-948	82-07287-000	Spider, Brake	12
007-67-950	82-17109	Fitting, Grease	20

007-67-951	82-03398-000	Washer, spacer	40
007-67-952	82-38603-002	Bracket, brake chamber, SS	3
007-67-953	82-38603-001	Bracket, brake chamber, CS	6
039-44-996	82-27236-000	Kit, Brake shoe & lining	8
071-10-010	6312933	Nut, Hex	196
092-10-998	82-19651-001	Front brake plates R.H	12
092-10-999	82-19640-001	Front brake plates L.H	24
092-23-200	092-23-200	L. Front	0
092-23-201	092-23-201	R. Front	0
104-44-018	82-37386-003	Shim, spacer 2.0" x 1.09 x .032" THK	10
104-44-020	82-37386-002	Shim, spacer 2.0" x 1.09 x .063" THK	10
106-02-049	82-19641-000	Cap screw, .75 x 2 GR 8	28
121-07-010	6313120	Bolt	0
121-07-011	6328533	Bracket R	0
121-07-014	81.50301.0225	S- Cam L	0
121-07-016	82-06793-000	Camshaft, RH	6
121-07-018	82-06793-001	Camshaft, LH	6
121-08-003	06.33719.0058	Needle bearing	0
121-08-004	81.50310.0325	Bracket L	0
121-08-008	6313121	Spacer	14
121-09-001	419-79226	S- Cam B	4
121-09-002	419-79225	Seal	14
121-12-001	108953 N.F.	Brake chamber	14
121-21-002	82-15549	Sensor, ABS	0

122-11-001	06.29010.0127	Snap ring	10
122-11-002	81.91020.0318	Pin, slack adjuster	13
122-11-003	81.90711.0738	Shim, 0.50mm	5
122-11-004	81.90711.0707	Shim, 1.50mm	0
122-11-006	06.15030.0313	Washer	16
122-11-007	81.90711.0714	Indicator	19
122-11-008	81.90711.0706	Shim 2.00mm	6
122-11-009	81.90711.0739	Shim 2.50	23
122-11-013	06.36959.0014	Bearing	54
122-11-015	81.96501.0843	Seal, ring	2
122-11-029	06.38070.2102	Nipple, Grease	10
122-11-032	06.38070.0202	Nipple, Lubrication hydraulic type	40
122-11-035	81.50301.0113	Camshaft, Brake H	0
122-11-037	81.93601.0031	Fitting, 56mm	0
122-11-038	06.56279.0297	Seal, shaft	0
122-11-039	81.93601.0039	Fitting, 46mm	4
122-15-001	81.50202.0127	Plate brake	28
124-13-062	82-19602-011	Lock wire	0
125-42-038	82-03501-000	Bracket Assy, Brake chamber, CS	114
133-06-004	82-19640-004	Bracket Assy, Brake chamber, SS	14
251-06-001	07-38005N000	Automatic slack adjuster, SS	77
251-06-002	6332640	Automatic slack adjuster, CS	76
251-07-008	82-21350-000	Kit, Minor brake repair	0
251-07-028	82-19640-003	Camshaft, SS	75

251-07-029	82-19651-003	Camshaft, CS	75
251-15-005	82-60152-000	Kit, Brake shoe box	20
301-08-014	82-00872-001	Fitting, Grease	100
370-10-012	82-59787-002	Strap kit, auto slack adjuster	4
370-10-013	82-59787-000	Automatic slack adjuster, LH	8
370-10-014	82-59787-001	Automatic slack adjuster, RH	5
370-10-015	09-49738-001	Automatic slack adjuster, SS	10
370-10-017	09-49738-000	Automatic slack adjuster, CS	10
373-54-010	82-19641-001	Locknut, .75-16	28
379-53-057	82-64132-001	Bushing, S-cam	130
382-30-069	82-32829-000	Washer, Cam head	200
387-05-000	82-02241-000	Seal, Camshaft	130
405-09-021	82-03396-000	Washer, S-Cam	40
405-09-026/007-67-940	82-03344-000	Lockring	402/40
601-08-037	82-37385-000	Bracket, sensor mtg	8
602-06-002	82-03412-000	Washer, Brake Mounting	0
602-13-999	82-32816-000	Chamber, spring brake, 3636	13
606-01-009	82-19602-015	Washer, camshaft	200
619-02-020	82-19602-000	Screw, Set	25
624-00-906	82-13652-001	Washer, Flat	59
624-01-006	82-13023-000	Flat washer, .66ID x 1.38OD x .19THK	20
705-08-014	82-04221-004	Lockring	25

SECTION 2 -SAMPLES, INSPECTIONS, TESTS

2.1 SAMPLES

- MTS reserves the right to request samples for testing before and after the award of the bid to determine compliance with this specification and to determine the suitability of the brake shoe assemblies for the use intended.
- MTS reserves the right to determine whether the brake shoe assemblies comply with these specifications.

2.2 INSPECTIONS

- 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.
- Inspection during or after acceptance of delivery or placing the units in operation shall not release the bidder from liability and expenses of repair or replacement of faulty design, workmanship or materials, appearing even after final payment has been made.
- 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.
 - Specification Data Sheet showing the product meets or exceeds OEM quality and performance specifications
 - A list of two (2) transit properties (minimum) that have used the item(s) you are proposing to furnish, for a least two (2) years. Provide name, phone number and contact person.
 - A copy of manufacturer's warranty. Also, see Section 5 of this specification which outlines additional warranty requirements.
 - MTS may request a sample during the approved equal process.
 - 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 item for the use intended.

SECTION 3 - PREPARATION AND DELIVERY

3. DELIVERY

- 3.1a All deliveries shall be completed between the hours of 7:00 AM and 2:00 PM, Monday through Friday to:

Milwaukee Transport Services, Inc.
Fleet Maintenance Facility
1525 W Vine Street
Milwaukee, WI 53205
(414) 937-3351

- 3.1b Standard orders shall be shipped within 72 hours of receiving verbal or written release from MTS-Materials Management Department.
- 3.1c Emergency orders shall be shipped within 24 hours of receiving verbal or written release from MTS-Materials Management Department. Additional freight costs deemed necessary by MTS shall be paid by MTS.
- 3.1d Failure to deliver stock orders or to promptly replace rejected material within fifteen (15) working days, shall render the bidder liable for the difference in replacement cost between the open market price and the contract price, where emergency procurement is necessary.

SECTION 4 WARRANTY

- 4.1 The successful bidder(s) 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 \$117.35 an hour to include towing cost for any quality defects in manufacturing promptly, prior to its reimbursement from the manufacturer, if necessary.
- 4.2 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.

SECTION 5 NOTES

5. CONTRACTUAL PROVISIONS

- 5.1a No changes whatsoever shall be allowed without prior written consent of the MTS Materials Management Department.

5.2. Changes to Bids/Specifications

- 5.3a No verbal responses from any agent of MTS shall be acted upon. For non-protest clarifications, submit questions prior to the deadline in writing.

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

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 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.

Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by MTS. Acceptable proof of such coverage shall be furnished to MTS prior to commencement of activities under this agreement. A Certificate of Insurance including declarations page, shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by MTS, in the minimum amounts specified below.

Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation and Employer's Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability Bodily Injury and Property Damage All Autos	\$1,000,000 Per Accident
Professional Liability Refer to Additional Provision A.1.	\$1,000,000 Per Occurrence \$3,000,000 Aggregate
Umbrella Liability Policy will follow form to underlying Employer's, General, and Automobile Liability policies	\$5,000,000 Per Occurrence \$5,000,000 Aggregate

Milwaukee Transport Services, Inc (MTS) and Milwaukee County shall be named as an Additional Insured on the General and Automobile Liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to MTS on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by MTS's

Risk Manager as a condition of this agreement.

A.1. Professional Liability – Additional Provision.

Contractor agrees to provide additional information on its professional liability coverage as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to MTS's Procurement Department as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

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.

FORCE MAJEURE

Neither Party shall have any liability to the other under this Agreement if a Party is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party or any other party), failure of a utility service or transport or telecommunications network, act of God, war, epidemic, pandemic, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default or service failures of suppliers or sub-contractors, provided that the other Party is notified of such an event and its expected duration.

Clause shall not apply to failures of Contactor to perform to the extent such failure is as a result of Contractor's failure to operate the Software Solution consistent with the business continuity and disaster recovery plans required under this Agreement.

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/80126>

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/80126>

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 for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>