

**MILWAUKEE TRANSPORT SERVICES  
1942 NORTH 17th STREET  
MILWAUKEE, WI 53205  
(414) 937-3296  
(website: [www.ridemcts.com](http://www.ridemcts.com))**

**Purchasing Agent: Monique Alston -[malston@mcts.org](mailto:malston@mcts.org)**

**INTEGRATED MARKETING SERVICES AND OUTREACH NO: MM-10-20**

**RELEASE DATE: OCTOBER 15, 2020**

Milwaukee Transport Services, Inc., (MTS), operator of the Milwaukee County Transit System (MCTS) is seeking proposals from experienced, qualified vendors to provide Integrated Marketing Services and Outreach for the Milwaukee County Transit System. Proposals will be accepted through:

**PROPOSAL DUE DATE: NOVEMBER 19, 2020 BY 2:00 PM  
CST**

Proposal shall be manually signed by an officer of the firm and shall be returned in a sealed envelope, with the return address and "**INTEGRATED MARKETING SERVICES AND OUTREACH: RFP MM-10-20**" clearly marked on the outside, and mailed/delivered to:

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

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

The proposal shall include the offer to provide advertising as specified, based on the vendor's professional experience in the marketplace. The proposal should be based upon specifications as outlined in the RFP. Proposals will be evaluated by MTS as defined in the RFP specification.

**Term of Contract**

This is a three (3) year contract with a possible two (2) additional extension years available if both parties agree to a reasonable price increase. The Consumer Price Index (CPI) will be used as a cap or ceiling to ensure reasonableness. The U.S. Department of Labor, Bureau of Labor Statistics shall be used to determine price reasonableness. The group or category used will be "Chicago All Items, 1982-1984=100-CUURA207SA0", not seasonally adjusted. This may be found on "www.bls.gov" web site. The prior year's December to December CPI shall be used.

Year 1 - April 1, 2021 through March 31, 2022  
Year 2 - April 1, 2022 through March 31, 2023  
Year 3 - April 1, 2023 through March 31, 2024  
Option Year 4 - April 1, 2024 through March 31, 2025  
Option Year 5 - April 1, 2025 through March 31, 2026

Milwaukee Transport Services reserves the unilateral right to request new proposals and award new contracts if a mutually agreeable reasonable price based on the CPI as a cap or ceiling is not reached for years four (4) and five (5).

All documents are posted on our website at [www.ridemcts.com/business-partners/ebid](http://www.ridemcts.com/business-partners/ebid)

### **RFP documents and addenda**

No changes will be allowed to the RFP documents unless confirmed in writing by MTS, Inc. All questions regarding this RFP shall be in writing and may be submitted via email by the close of business on **October 30, 2020** to the Purchasing Agent [malston@mcts.org](mailto:malston@mcts.org)

### **TBE GOAL**

This project has a **Targeted Business Enterprise (TBE) goal of 17%**. To be considered for this project, the Prime *must* submit a Subcontractor/Supplier Information Sheet (TBE-02) with your Bid/Proposal. Additionally, the award of this Contract is conditioned upon your good faith efforts in achieving this project's TBE goal, and you must document those efforts by submitting with your Bid/Proposal one of the following:

**A signed and notarized *Commitment to Contract with TBE Firms (TBE-14) form(s)***, one for each TBE documenting the participation achieved toward satisfying the goal \*, evidencing your proposed participation plan to meet or exceed the TBE goal.

**OR**

**A signed and notarized *Certificate of Good Faith Efforts (TBE-01) form\*\**** and all relevant documentation, including a signed and notarized *Commitment to Contract with TBE Firms (TBE-14) form* for each TBE documenting the participation achieved toward satisfying the goal.

\*TBE-14 form(s) must identify (1) the TBE firm(s) by name and address, (2) the scope(s) of work/service(s) to be provided, (3) the dollar amount(s) of such work, and (4) the percentage of the TBE goal to be met. The form must be signed by the Prime and notarized to be considered responsive. The signature of the TBE firm in the affirmation section is not required at time of bid but will be required for the participation plan to be approved. Milwaukee County is entitled to reject your Bid/Proposal for failing to identify this information for each TBE.

\*\*TBE-01 form(s) must be complete to the fullest extent possible and outline communications with both solicited TBE firm(s) and Milwaukee County's Community Business Development Partners department (CBDP). Submission of form(s) with supporting documentation such as emails and similar correspondence is strongly recommended. **A necessary step in the good faith efforts process and for documentation in the *Certificate of Good Faith Efforts (TBE-01) form*, is contacting CBDP at **414-278-4747** or [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov) for assistance in identifying TBE firms and understanding the County's TBE Program procedures.**

During the Contract, the successful Bidder/Proposer and all subcontractors will use the County's online reporting system B2G to document TBE participation. The *Targeted Business Enterprise (TBE) Utilization Specifications* and forms to be used are included in the RFP. To access the North American Industry Classification System (NAICS), please go to Business Classifications by NAICS Code:

<http://www.census.gov/eos/www/naics/>

**Pre-Proposal Meeting-** Due to the current pandemic a pre-proposal meeting **will not be held**. Please forward all questions to [malston@mcts.org](mailto:malston@mcts.org) by the question deadline **October 30, 2020** close of business.

**Questions:** All questions regarding the RFP and requirements must be submitted in writing to [malston@mcts.org](mailto:malston@mcts.org) by close of business on **October 30, 2020**. All questions will be answered as an addendum and posted to the MCTS website. Addendums are required documents, to be return with the proposal.

**Right to Reject:** MTS reserves the right to make an award based on its own determination, or to reject any or all proposals or portions of same, if in the opinion of MTS, the best interest of MTS will be served thereby.

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

**Binding Contract:** A proposal received in response to a Request for Proposal (RFP) is an offer that can be accepted by Milwaukee Transport Services, Inc., to create a binding contract without negotiation with any offeror.

**Order of Precedence:** An order of precedence is hereby formally established and will be used to form a binding contract. The order is as follows:

1. Professional Services Agreement
2. All documents related to this RFP MM-10-20
3. Accepted Proposal of the successful contractor
4. The MTS Purchase Order

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

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

### **Alternate Proposals**

Vendors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Milwaukee Transport Services Inc., (MTS) reserves the right to make an award based on its own determination, or to reject any or all proposals or portions of same, if in the opinion of MTS, the best interests of Milwaukee Transport Services, Inc., will be serviced thereby.

## **Funds**

If funds are not appropriated for payment of this contract, Purchaser may terminate contract at the end of any fiscal year upon 30 days written notice MTS operates the transit system for, and under an agreement with, Milwaukee County, Wisconsin. All multi-year contracts / agreements with MTS are contingent upon Milwaukee County retaining MTS as the operator of the transit system. The continuation of this agreement beyond December 31 of any given year, shall be contingent upon MTS receiving the necessary funding from the government agency.

## **COUNTY RIGHTS OF ACCESS AND AUDIT**

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

## **Continuation Clause:**

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

## **Written Change Orders**

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

## **Insurance Requirements**

Insurance Certificate 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 County and Milwaukee Transport Services as additionally insured.

## **Ownership of Data**

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of MCTS. Therefore, any reports, information and data given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

## **Protests and Appeals Policy for Requests for Proposal:**

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

### A. Prior to RFP closing -due date:

1. Protests to form and content of bid documents shall be received by the Director of Materials Management not less than five (5) days prior to the time scheduled for RFP closing. Protests shall be in writing and state the reason for it.
2. The Director of Materials Management shall review protests and if modification is necessary, prior to the RFP closing date shall be extended and addenda containing the changes shall be sent to each vendor. If the modification is rejected, the protestor shall be notified. The decision of the Director of Materials Management is final.

### B. After RFP closing date:

1. Protests concerning irregularities on RFP procedures or compliance by vendors with bid documents shall be received by the Director of Materials Management within seventy-two (72) hours after time of the RFP close date.
2. When the RFP is awarded, all vendors shall be notified in writing by e mail, or by fax machine transmission of the proposed award. Protest to the award must be delivered to the Director of Materials Management within seventy-two (72) hours after receipt of notice. A copy of the sent email transmission shall be conclusive proof of the time and date of receipt by a vendor.
3. A protest under either (B.1.) or (B.2.) above must be in writing and state the reason for it. The Director of Materials Management shall review the protest and notify the protestor of a decision in writing via email or via certified mail return receipt requested, 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 reason for it or shall have been made prior to bid opening is invalid. The decision of the Director of Materials Management disqualifying the protest for these reasons is final and cannot be appealed. A copy of the sent email shall be conclusive proof of the time and date of receipt by a vendor.

### C. Appeals to the Purchasing Appeals Committee:

1. Protest from the decision of the Director of Materials Management shall be made to the Purchasing Appeals Committee by delivering a written request for appeal hearing both to the Materials Management Department and the Purchasing Appeals Committee within seventy-two (72) hours after the receipt of the Director of Materials Management's decision.

2. Written appeals to the Purchasing Appeals Committee shall be addressed as follows:

**Purchasing Appeals Committee  
C/O MTS Materials Management Department  
1942 North 17th Street**

**Milwaukee, WI 532053.** The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until the final disposition of the protest.

4. The Chairperson of the Purchasing Appeals Committee shall notify all interested persons of the time and place of the hearing.

5. The Purchasing Appeals Committee shall affirm, reverse or modify the decision of the Director of Materials Management and its' decision shall be final.

### **Code of Ethics**

The Milwaukee County Code of Ethics states in part, "No person may offer to give to any

Public official or employee or his immediate family, and no Public official or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees' vote, official actions or judgment would be influenced thereby."

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

### **Non-Discrimination**

The contractor, lessee, offeror, supplier, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which include, but not limited to: recruitment or recruitment advertising; employment; upgrading; demotion or transfer, layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for MTS to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 - Non-Discriminatory Contracts.

**Method of Award:** This award will be made based on the concept of best value. In addition to the technical response, the price will also be considered in determining the best offer/value. When determining the best offer/value price will have approximately equal value to the technical response.

**Evaluation Team:**

- 1. The MTS evaluation committee will consist of five (5) persons who will review proposals submitted by all respondents.
- 2. MTS reserves the right to change the makeup of the committee based on personnel changes, availability, or special knowledge needed to help evaluate the proposals.
- 3. Respondents who submit a proposal may be required to make an oral presentation of their proposal to the MTS evaluation committee. Presentation will be scheduled through the MTS Materials Management Department and will be at the respondent’s expense. Selected respondents will be given adequate notice of the date and time for preparation of presentation.

**Evaluation and Scoring Criteria:**

In awarding a contract, price is one factor to be considered, and the award is not required to be made to the lowest responsive, responsible offeror. Awards shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to MTS. Such determination is the sole opinion of MTS.

In addition to the Technical response, the price proposal will also be considered in determining the best offer/value. When determining the best offer/value, price will have approximately equal value to the Technical response. After technical scores are complete, price will be evaluated alongside technical merit in a tradeoff fashion to choose the proposal that represents the best value to MCTS.

The Company intends to award a contract to the qualified vendor who submits a responsive and responsible proposal that offers MTS the best value. Ranking will be based on a maximum of 600 points, weighted as indicated below.

**Technical proposals will be evaluated by MCTS based on the following criteria:**

**1. Technical Proposal Scores:**

Billings and Accounts	Up to 50 pts
Personnel	Up to 100 pts
Advertising Experience & Philosophy	Up to 400 pts
Presentations (if required)	Up to 50 pts

Examples of work available on your web pages may be taken in account when determining award.

**2. Cost Proposal**

The cost proposal shall be provided in a separate sealed envelope and will be considered separately from the technical evaluation.

In addition to the technical response, the price will also be considered in determining the best offer/value. When determining the best offer/value price will have approximately equal value to the technical response. After technical scores are complete, price will be evaluated alongside technical merit in a trade-off fashion to choose the proposal that represents the best value to MCTS.

The cost figures shall be furnished on the proposal price sheets provided for **Items 1 through 21** as specified and shall be submitted in a sealed envelope separate from your technical response. Your cost response shall include the price sheet and the signature sheet.

## TECHNICAL RESPONSES SHALL INCLUDE

### INSTRUCTIONS

Where space permits, please enter response directly on the questionnaire form. If you feel an answer requires more space than provided, please make the entire answer into an attachment, and label appropriately.

#### A. Billings and Accounts (Up to 50 points)

What were your agency billings for the past three years (2017, 2018, 2019)?

2017 \$ \_\_\_\_\_

2018 \$ \_\_\_\_\_

2019 \$ \_\_\_\_\_

\*If you are a multi-city agency, please report only Milwaukee office billings.

Please break down your 2019 billings by media/channel – list as a %

Digital _____%	Transit _____%
Radio _____%	OOH _____%
Television _____%	Direct Mail _____%
Printed Publications _____%	Newspaper _____%
Social Media _____%	Video/Audio Pre-roll _____%
Events/Experiential _____%	Promotions _____%
PR _____%	Other (Please describe) _____



**(Continued Billings and Accounts) – Up to 50 points**

1. In the last three years, have you experienced a decrease in billings? If so, why?
2. How many active client accounts does your agency presently handle? Note: Active client account means that you serve as agency of record for a business or a division of a business and that the relationship has been active in the past 90 days and is intended to be on-going.
3. What is the average longevity of your active client accounts?
4. What types of businesses are represented by these accounts?
5. Please list at least three (3) clients that are representative of these accounts that best characterize the current orientation of your firm. Also, briefly describe the nature of your assignment with each.
6. Regarding project-based work, please list any relevant project-only clients for which you've worked the past two years. Briefly describe the nature of your assignment with each.
7. How many active client accounts did you lose or resign between 2018-2019?
8. How many active client accounts did your agency gain between 2018-2019?
9. What is the approximate billings of your largest active client account?
10. What is the approximate billings of your smallest active client account?
11. Assuming the MCTS total annual advertising agency budget is between \$400,000-\$600,000, where would MCTS rank among your active clients?
12. List three (3) active clients we may contact as references (contact person, title, business name, email and phone number):

**B. Personnel (Up to 100 points)**

1. How many employees do you have?

Full Time: \_\_\_\_\_

Part Time: \_\_\_\_\_

Subcontractors: \_\_\_\_\_

2. How does your staff break down by function (management, account service, creative, media buying/planning, print production, video production, financial and accounting, support services, public relations, digital, etc.)? Provide the number of employees represented in these specialties.

3. If your agency was chosen to represent MCTS, who among your principal officers/senior management staff members would you assign primary responsibility to lead the account service team? Please attach a background and experience summary for this individual and explain this person's role in leading the account team.

4. Your agency shall commit to have a team work on this project which at minimum of personnel will include the following:

- Principal Officer
- Account / Strategy Director
- Creative Director
- Account Manager (Sr. AE/AE)
- Interactive Digital Manager
- PR Manager
- Social Media/Web Strategist
- Media Buyer/Planner

Confirm that you agency has these roles and current persons filling each role.

5. Your agency shall commit to have the account manager and strategic Director (if on staff) attend all major planning meetings along with any other relevant team members to discuss current projects.

6. In addition to #3 above, please attach a background and experience summary for those individuals who would directly service the MCTS account.

**C. Advertising Experience, Services and Philosophy (Up to 400 points)**

1. What sets your agency apart from other Milwaukee-area agencies? Describe your approach to servicing clients.
2. Why would your agency be a good fit for MCTS?
3. Does your agency team ride the bus? Why or why not?
4. Bus ridership has been declining over the past decade. Does your agency have the expertise to address our unique challenge? Please explain.
5. Provide any examples of clients where business was declining, and your agency helped reverse the trend. Be specific regarding strategies used and measurable results.
6. Please tell us about a political, policy or issues-oriented campaign that was successful. What did you do and, how did you measure success?
7. Describe one or more campaigns where you used social media influencers and how you measured success?
8. Have you ever helped change public perception about a client's service offering? If so, please explain strategies used and lessons learned.
9. Please explain your account service philosophy> Do you use creative briefs, after-meeting reports and status reports? List others that may apply.
10. Describe your campaign and digital reporting processes – monthly, quarterly and annual results and analytics.
11. The successful agency will provide hosting and maintenance of MCTS's website, RideMCTS.com. How much of this work would be managed in-house, how much would be outsourced? Who is your interactive partner?
12. Have you worked with the Kentico Content Management System (CMS) for any of your clients? If not, what CMS have you used? Please provide examples.

13. MCTS updates large quantities of online bus schedules four times per year. The updated schedules are first placed on a staging site for an internal review process. Once approved, the agency publishes the schedules as a public-facing 'preview mode' on our website. Finally, a week later, these 'preview mode schedules' replace the actual schedules on our website. Do you have any relevant experience with complicated website updates like this? Please explain.
14. Do you have in-house photography and videography capabilities, or do you outsource this work? If outsourced who is the typical sub-contractor?
15. A core MCTS value is Innovation. Provide examples of how your agency has helped clients promote new tools and services?
16. MCTS's marketing budget is fully funded by taxpayer dollars, how would you ensure the money is spent in the most effective, efficient and sustainable way?
17. Do you have any clients or employees who might represent a conflict with MCTS? If yes, please explain.
18. Do you have any Milwaukee County governmental or quasi-governmental clients? If so, please list the department/agency and scope of work.
19. When was the last time your agency conducted a large-scale research project? Which client was it for? Did you use focus groups? Please summarize a recent research project.

**SCHEDULE:**

Release of RFP	October 15, 2020
Question Deadline	October 30, 2020 End of Business
Proposals Due	By November 19, 2020 @ 2:00 PM, CST
Presentations (if required)	if needed these will be virtual
Start Date	April 1, 2021

Any questions regarding this Request for Proposal shall be directed in writing via e-mail to the Purchasing Agent [malston@mcts.org](mailto:malston@mcts.org) prior to the question deadline.

**Enclosures:**

1. Request for Proposal MM-10-20 & Specification No. MKT-03-20
2. Milwaukee County Terms & Conditions
3. Professional Services Agreement
4. TBE Utilization Forms

## Return only these forms with RFP Response Package

Please note that all items listed below shall be submitted, clearly labeled and in the following order in section marked <b>FORMS</b> in your proposal:	
RFP Submittal Requirement	Check list
A <u>cover letter</u> signed by an authorized officer of the Vendor stating contents of the proposal submission and agreement with the Terms and Conditions of the RFP	
<u>Signature Sheet</u> (one signed original) and one on a USB drive saved as Signature Sheet	
<u>Technical Response</u> -One (1) Original hard copy and one copy (1) on a USB drive saved as Technical Response	
<u>Proposal Price Sheet(s)</u> (1) one hard copy and (1) one electronic copy on the USB drive, saved as Price Sheets. The hard copy must be in a separate sealed envelope from the Technical Response	
One Original signed <u>Non-Collusion</u> and one copy on the USB drive saved as Non-Collusion form	
One Original of a <b>completed</b> TBE-14 form <b>or</b> TBE Good Faith Efforts forms and one copy on the USB drive as TBE forms – <b>proposals must have either a completed TBE-14 form(s) equal to the TBE stated goal or completed Good Faith Efforts forms. If you are a TBE proposing to self -perform the TBE goal, then a TBE-14 must still be completed.</b>	
One original signed <u>EEO Certificate</u> and a copy on the USB drive	
<u>Independent Contractor</u> Form (1) original and one copy on the USB drive saved as Independent Contractor form	
One Completed <u>Bidders List form</u> (1) original and one copy on the USB drive saved as Bidders List form	
One Completed <u>Debarment form</u> (1) original and one copy on the USB drive saved as Debarment form	
One Completed <u>Confidential Information form</u> (1) original and one copy on the USB drive saved as Confidential Information rom4	
<u>One Conflict of Interest Form</u> (1) original and one copy on the USB drive saved as Conflict of Interest Form	
Signed copies of <u>all addenda</u> released to our website at <a href="http://www.ridemcts.com/business-partners/ebid">www.ridemcts.com/business-partners/ebid</a> Only return the signed <u>acknowledgement</u> page.	
One Completed <u>Vendor Form</u> (1) original and one copy on the USB drive saved as Vendor form	

**SIGNATURE SHEET**

**CASH DISCOUNT:**

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

**DELIVERY:**

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

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

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

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

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

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

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

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

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

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

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

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

DUNS#: \_\_\_\_\_

**PROPOSAL PRICE SHEET**

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

Respondent is required to furnish complete pricing for Items 1 through 21. Award will be made in aggregate. Numbers in parentheses are hourly or dollar estimates and are used for price evaluation only. The numbers listed are not guaranteed. Actual required hours may be more or less as determined by MTS.

**ITEMS 1-21 BELOW IDENTIFY ALL ALLOWABLE BILLINGS.**

**VENDOR NAME:** \_\_\_\_\_

**MTS RESERVES THE RIGHT TO TAKE QUOTES OR BIDS AND AWARD A SEPARATE CONTRACT FOR PROJECTS IN EXCESS OF \$10,000.**

**ITEM 1** Please indicate what percentage markup you would charge.

**Placement of Commissionable Media**

Bid Price in Words \_\_\_\_\_ Percent

Bid Price in Figures (%) \_\_\_\_\_ Percent

**ITEM 2** In addition the fixed % listed above, list any additional costs for the following: (**If there is no charge indicate N/C**)

**Media Commissionable**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 3** **Media Purchase Non-Commissionable**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 4** **Principal Officer**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

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

**ITEM 5 Creative Director**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 6 Art Director**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 7 Account Service Director**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 8 Account Service/Sr. Account Executive**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 9 Account Service/Account Executive**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 10 Account Service/Account Coordinator**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 11 Writer/Producer**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour



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

**ITEM 12      Interactive & Database Manager**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 13      Copy Writing (if different or a specialty area)**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 14      Interactive/Programmer**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 15      Graphic Design/Production**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 16      Research/Production Resources**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 17      Media Buyer/Planner**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 18      Social Media/Online Strategist**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

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

**ITEM 19      Public Relations/Senior Practitioner**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 20      Public Relations/Account Executive**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**ITEM 21      Promotions/Account Executive**

Bid Price in Words \_\_\_\_\_ Per Hour

Bid Price in Figures (U. S. Dollars) \_\_\_\_\_ Per Hour

**Vendor Email contact:** \_\_\_\_\_

**Vendor DUNS#:** \_\_\_\_\_

**Specification No: MKT-03-20**

**For**

**Integrated Marketing Services and Outreach**

**SCOPE**

It is the intent of this specification to describe the minimum requirements for Integrated Marketing Services and Outreach for the Milwaukee County Transit System (MCTS). All items or features not specifically mentioned which are necessary or which are normally furnished in order to provide a complete service shall be furnished by the successful respondent and shall conform in the quality of services to that usually provided by the standard practices of the industry. Milwaukee County Transit System is managed and operated by Milwaukee Transport Services, Inc.

**BACKGROUND**

The Milwaukee County Transit System (MCTS) is innovating the way people across southeast Wisconsin get to work, school, medical appointments, entertainment and anywhere else they need to go. With a fleet of 370 clean-diesel buses and a dedicated team of 1,100 drivers, mechanics and administrative staff, MCTS provides nearly 29 million rides each year and generates a massive economic impact for the region.

Known around the world for the award-winning MCTS Excellence program, MCTS is proud to offer outstanding customer service and state-of-the-art features including clean-diesel buses, Real-Time tracking information, the Ride MCTS app, and the reusable smart card M\*CARD. We're continually working to improve rider experience, connectivity, efficiency and sustainability, and we have some exciting things on the horizon!

The MCTS Marketing Department is responsible for all areas of internal communications, research and external advertising, promotion, media relations, and community relations pertaining to the use of the transit system. The Marketing Department also oversees the MCTS Customer Service team, Business Services, which sells bus passes to business' as the Commuter Value Pass (CVP) and universities as the U-Pass.

MCTS operates roughly 45 bus routes depending on the time of year. MCTS staff and buses are located around the county in two garages, as well as a major repair facility and administrative offices. About two-thirds of the approximately 1,100 people employed by the transit system are bus drivers and are represented by the Amalgamated Transit Union (ATU) Local 998.

In 2019, about 31.4 million in revenue was collected, approximately 27 percent of the agency's total funding. MCTS also manages the Transit Plus transportation system for persons with disabilities and provides an additional 513,000 rides through this service.

MCTS is the 32<sup>nd</sup> largest transit system in the nation with over 4,800 bus stops across the system. Our website, RideMCTS.com, averages more than 8 million pages views per year.

Mission: MCTS connects our community to jobs, education and life with essential transit services.

Vision: To be the preferred transportation choice through service excellence and innovation.

Values: Respect, Integrity, Excellence, Equity, Collaboration, Innovation.

The Marketing Department has the following objectives:

- 1. Expand awareness and public support of the Milwaukee County Transit System and its services.
- 2. Increase ridership with current and potential riders by meeting their needs. (Specific information about routes, fare, etc. is available at RideMCTS.com)

The Director of Marketing and Communications is responsible for issuing and implementing an annual Marketing Plan which defines specific marketing goals and a variety of action-oriented strategies requiring advertising, interactive, PR and promotional support. The successful advertising agency would work directly with the Director of Marketing and Communications.

**SECTION 1 – REQUIREMENTS**

- 1.1 The successful respondent shall provide advertising services for the Milwaukee County Transit System, at the direction of the Director of Marketing and Communications and shall meet the following minimum requirements.
  - a. The successful agency shall have experience and a track record of excellence in advertising and PR, including extensive knowledge in using advertising metrics to help drive decisions. The successful agency should be able to provide timely data and reports about ad campaigns that are in progress and present a campaign summary report. The successful agency should be able to provide advice, based on the data, on any changes that can be made to improve future strategies.
  - b. The successful agency must have an experienced staff in traditional, digital and social media and should be able to provide input on how MCTS can better leverage its social media channels.
  - c. The successful agency shall have experience in improving websites and a track record of helping clients maximize their online presence.
  - d. The successful agency shall have full-service, in-house capabilities such as traditional and social media analysis and purchasing, account team and creative services, graphics, collateral literature development, comprehensive website management capabilities and PR services. The successful agency must commit a principal officer to lead the account services team. It is preferred that the agency have and maintains throughout the contract period a full-service office within 25 miles of Milwaukee Transport Services, Inc. headquarters.
  - e. The successful agency shall have a record of fiscal integrity and a good credit standing.

- f. The successful agency shall have consumer and/or service experience as reflected by current clients and assignments.
    - g. The successful agency shall display a compatible business and advertising philosophy with minimal competitive conflicts.
  - 1.2 The successful agency shall have the following capabilities to perform and complete the following advertising services during the contractual period.
    - a. Production and placement of all forms of media advertising along with the development of themes and strategies for the subject of those campaigns.
    - b. Provide hosting and technical help of the MCTS website, including troubleshooting and content assistance.
    - c. Provide assistance and implementation of large quarterly website schedule change process (as described in question section).
    - d. Act as an extension of the MCTS Marketing Department in that it will provide comprehensive integrated creative, production, and media buying services. (Media utilized could include digital, transit (buses and shelters), radio, television, direct mail, newspaper, out of home, etc.)
    - e. May occasionally be called upon to provide its support through research, collateral material design and production, promotional activities and partnerships, public relations efforts, etc.
    - f. Shall be responsible for all services provided in this contract whether or not he/she produces them. Furthermore, MCTS will consider the successful agency to be the sole point of contact about all contractual matters.
    - g. No sub-contracts shall be issued by the successful agency, with any other party, for the furnishing of any services herein contracted for, without the express written approval of MCTS.
  - 1.3 Billing statement – The successful respondent shall submit a finalized Statement of Services to MCTS on a per-job or per month basis (MCTS and the successful agency will determine this together). The statement should include at a minimum the following information:
    - MCTS Purchase Order number.
    - Date(s) of service.
    - List hours of service and rate(s) charged per hour.
    - Itemized listing of major expenses such as website management, graphic design, media purchase, etc.
    - A clear explanation of work and associated charges and specific time spent.
    - Itemized listing of any associated expenses such as proofs, postage, stats or copying, or other miscellaneous expenses.
    - Year-to-date documentation of service provided by and paid to the Disadvantaged Business Enterprise (DBE)
    - Any other items identified by MCTS as necessary on the invoicing during the contract.

**SECTION 2 – SAMPLING, INSPECTION AND TEST PROCEDURE**

- 2.1 Services provided shall be reviewed and approved by the MCTS Director of Marketing and Communications prior to payment of all Billing Statements.

**SECTION 3 – PREPARATION AND DELIVERY**

- 3.1 The successful Prime agency shall be responsible for all services provided in this contract whether or not he/she produces them.

**SECTION 4 – NOTE**

- 4.1 Please do not prepare any speculative work. MTS will not accept any invoices for such work. Further instructions will be given if your agency is selected to make a presentation. Presentations, if required, will be scheduled after a review of submitted questionnaires.

**SECTION 5 – CHANGES TO SPECIFICATION**

- 5.1 No verbal responses from any agent of MCTS shall be acted upon. For non-protest clarifications, submit questions in writing to:  
(Vendor Questions Submittal Deadline is October 30, 2020, 2:00 PM, CST.)

Monique Alston  
Purchasing Agent  
Milwaukee Transport Services, Inc.  
1942 N. 17<sup>th</sup> Street  
Milwaukee, WI 53205  
[malston@mcts.org](mailto:malston@mcts.org)

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

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

**Non-Discrimination**

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

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

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

**Affirmative Action Program**

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

**Non-Segregated Facilities**

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

**Subcontractors**

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

**Reporting Requirements**

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

**Affirmative Action Plan**

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

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

**Employees**

**VENDOR** certifies that it has \_\_\_\_\_ employees in the Standard  
(No. of Employees)  
Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and \_\_\_\_\_ employees in total.  
(Total No. of Employees)

**Compliance**

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

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

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

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

\_\_\_\_\_  
(Title)

**WARNING:** An unsigned form shall be considered as a negative response.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name Here)





**COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
CERTIFICATE OF GOOD FAITH EFFORTS TBE**

**Completion of this form is required for all bidders who have not achieved the participation goal. Submission of a complete form is a matter of responsiveness to this bid. Completion of all three pages attached is required.**

**Certificate of Good Faith Efforts**

**Guidance on completing these documents.**

This guidance and information is provided to assist bidders in compliance with the provisions under all Milwaukee County Ordinances (MCTE) pertaining to the implementation of the target business enterprise program. Like all guidance material, these questions and answers are not, in themselves, legally binding or mandatory, and do not constitute regulations. They are issued to provide an acceptable means, but not the only means, of compliance with regulations and laws. The Milwaukee County CDBP program can be reviewed in more detail at: <http://county.milwaukee.gov/cbdp> including links to relevant regulations.

When Milwaukee County assigns a participation goal, you will make good faith efforts to meet this goal prior to submitting a bid or proposal in order to be responsive. If you haven't met the goal, you can document adequate good faith efforts toward that end. This means that you must show that you took all necessary and reasonable steps to achieve the participation goal. The County will make a fair and reasonable judgment as to whether you made adequate good faith efforts according to the following guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that were made. These efforts should be those that one could reasonably expect you to take if you were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Going through the motions by making phone calls to firms that you think should qualify is not good faith efforts to meet the project requirements. The County's determination concerning the sufficiency of your good faith efforts is a judgment call and meeting quantitative formulas is not required. The following is a list of types of actions the County considers as part of your good faith efforts. This isn't a mandatory checklist, nor is it all-inclusive. Other factors or types of efforts may be relevant in appropriate cases, see regulations for more information.



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS CERTIFICATE OF GOOD FAITH EFFORTS TBE

<b>Certificate of Good Faith Efforts</b>
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This document is required to detail what your firm has done to meet this project's participation goal if the participation you have attained is less than the goal set for this project. Guidance as to acceptable 'good faith efforts' is found on the Guidance page of this spreadsheet. Failure to use and properly document good faith efforts to meet the assigned participation goal will result in the rejection of your bid/proposal. By submitting this document, you hereby acknowledge that I am authorized as the representative for the bidder/proposer on the following Milwaukee County Project and that we have provided documented proof of our good faith efforts to solicit, negotiate with and utilize certified firms to meet the participation goal of this contract as demonstrated by my response to the questions contained in this fully completed set of documents.

Prime Contractor Firm Name and Address	Authorized Representative	Email Address	Telephone Number	Other Contact Info	Is the Prime a TBE?

Project Number	Bid Number	Project Title	Total Contract Amount	DBE Total Project Percentage	
				Goal	Pledged

Provide a brief summary of why your firm is unable to meet the participation goal on this project.



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS CERTIFICATE OF GOOD FAITH EFFORTS TBE

### Contractible Work Items

You are required to determine portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal set for this project. In selecting work to be contracted, you must consider, where appropriate, breaking down scoped into economically feasible units to facilitate TBE participation. To assist in these efforts and to provide consistent definitions, use NAICS codes (<http://www.census.gov/eos/www/naics/>) to identify each category of work you determine is feasible for participation. TBE firms are registered by NAICS code and firms available for participation may be found in the directories listed on the second page of the TBE-14 form which is included in the bid or RFP documents.

NAICS codes (Required)	Description of work	Estimated Dollar Value (Required)	Was this work made available to DBE Firms? If no, explain why.	Explanation





# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

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

1. The award of the contract is conditioned upon achieving the project's Targeted Business Enterprise (TBE) participation goal of 17%. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory, MBE and WBE firms certified by the State of Wisconsin DOA and listed in the directory, SBE firms certified by Milwaukee County and listed in the Milwaukee County directory, and SBE firms that meet the SBA size standards and are listed in the SAM directory. All firms must be certified prior to the proposal submission deadline. A firm certified in another state must be certified by the Wisconsin UCP or State of Wisconsin DOA prior to submission of bid.
2. **TBE Participation:** The participation goal is based upon the total dollar value of your proposal less reimbursable items. Participation must be maintained throughout the contract, including any fee increases. TBE Prime self-performance may be counted to achieve the goal.

### PROPOSAL CONSIDERATIONS

3. The County may reject your proposal if it does not include the **Commitment to Contract with TBE (TBE-14)** form(s), one completed for each of the firms you are including for participation. The Prime must indicate the dollar amount of work to be provided to the sub-consultant, sign the form, and have the TBE firm sign the form in the affirmation section prior to acceptance of your proposal by the County.
4. If awarded the contract, you will enter into a contractual agreement, directly or through sub-consultant, according to the **Commitment to Contract with TBE (TBE-14)** form(s) provided with your proposal. Copies of the executed agreements(s) will be submitted to the County.
5. TBE participation credit is calculated as follows:
  - a. All of the identified scope(s) of work must have a commercially useful function in the actual performance of the contract and work must be performed directly by the TBE with their own employees.
  - b. One hundred percent (100%) for the work performed by a TBE firm. If a TBE subcontracts a portion of work to another firm, the value of the subcontracted work will not be counted towards the TBE participation unless the work is performed by another TBE.
  - c. You must notify the County if any TBE contractor(s) sublet any portion of their work.
6. The County reserves the right to request supporting documentation from both you and any listed TBE. If you fail to respond within the time specified, the County may determine you to be non-responsive and remove you from further consideration for contract award.



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## FOLLOWING CONTRACT AWARD

7. The County reserves the right to conduct compliance reviews and request, both from you and your subs, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract terms. If you fail to take corrective action as directed, the County may take one or more of the following actions:
  - a. Terminate or cancel your contract, in whole or in part;
  - b. Remove you from the list of qualified consultants, and refuse to accept future proposals from you for a period not to exceed three (3) years;
  - c. Withhold contract payments to cover shortfall; and/or
  - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
8. You must submit copies of the executed subcontract agreement(s) for each of the sub-consultants listed on the contract. REQUESTS FOR PAYMENT WILL BE DELAYED IF NOT SUBMITTED.
9. If the TBE sub(s) are unable to perform, or any other issues arise, you must immediately contact CBDP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE consultants are also required to notify and obtain approval from the County prior to subletting work.
10. The Prime will record payments received from the County and payments made to sub-consultants directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the invoice work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County has a revolving loan program for DBE firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
12. The County reserves the right to waive any of these specifications when it is in our best interest.

## TARGETED BUSINESS ENTERPRISE (TBE) REQUIREMENTS

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing the Milwaukee County Target Enterprise (MCTE) Ordinance for inclusion of small business. Target firms include DBE firms certified under the Wisconsin Unified Certification Program following Federal regulations, WBE and MBE certifications from the State of Wisconsin DOA, SBE firms certified by Milwaukee County, and SBE firms meeting SBA size standards and listed in the SAM directory.

Targeted Business Enterprise (TBE) participation goal for this RFP is 17%. To be considered for this project, you must submit a *Subcontractor/Sub-consultant/Supplier Information Sheet* (TBE-02) with your Proposal listing all sub-consultants as well as signed *Commitment to Contract with TBE* (TBE-14) forms, one for each of the TBE firms included to meet participation. TBE-14 form(s) must identify (1) the TBE firm by name and address, (2) the scope of service(s) to be provided, (3) the dollar amount and (4) the percentage. The form is first completed and signed by the Prime, then forwarded to the TBE sub-consultant for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered non-responsive. CBDP is entitled to reject your Proposal for improperly completed forms. If you are not able to meet the goal, you must submit the TBE-01 Good Faith Effort for your proposal to be considered responsive.

CBDP may be contacted at 414-278-4851 or [cbdpcompliance@milwaukeecountywi.gov](mailto:cbdpcompliance@milwaukeecountywi.gov) for assistance in identifying TBE firms and understanding the County's TBE Program.

Following are the links to Directories for firms eligible for credit:

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

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

Milwaukee County SBE <https://mke.diversitycompliance.com/Default.aspx>

SAM Directory for Federal SBE <https://www.sam.gov/portal/SAM#1>

Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. Prime consultants are required to report payments received from the County and amounts paid to sub-consultants. Subs will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payment policy were complied with. There is no cost to the Prime or any sub-consultant, the only requirement is to become a registered user and complete the one hour webinar training. The County will enter the Primes contract, and the Prime will enter all sub-consultants, including both TBE and non-TBE firms.







# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH TBE

### **ADDITIONAL INFORMATION & REQUIREMENTS:**

Links to Directories for firms eligible for credit:

DBE <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

MBE and WBE <http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

Milwaukee County SBE <https://mke.diversitycompliance.com/Default.aspx>

SAM Directory for Federal SBE <https://www.sam.gov/portal/SAM/#1>

- 1. CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved TBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, or fee increases.
- 2. WRITTEN CONTRACTS WITH TBE:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subs, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named TBE firm and that they will be hired if you are awarded the contract by the County.
- 3. SUBSTITUTIONS, TBE SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the TBE affected, and send a copy to the County, stating the reason(s) for the request. The TBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any TBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. TBE firms are required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of TBE trucking firms, credit will be given for trucks leased from other TBE firms; however, if the TBE leases trucks from non-TBE firms, the commission or fee will be counted for crediting.
- 4. REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) or invoice for consulting the work being performed by TBE by either a) placing the word "TBE" behind the work item or b) breaking out the work done by TBES at the end of the report. The successful Bidder/Proposer shall notify TBE firms of the date on which they must submit their invoices for payment.
- 5. TBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions related to the Milwaukee County Target Enterprise Program, please contact:

**414.278.4851** or [cbdpcompliance@milwaukeecountywi.gov](mailto:cbdpcompliance@milwaukeecountywi.gov)

# Insurance Minimums

## **Insurance:**

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.

## CONFLICT OF INTEREST STATEMENT

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

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

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

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

---

(Name of Company)

---

(Authorized Name, Print)

(Title)

---

(Name of Assigned Consultant, Print)

(Signature of Consultant)

---

(Date)

**DESIGNATION OF  
CONFIDENTIAL AND PROPRIETARY  
INFORMATION**

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

We request that the following pages not be released:

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

\_\_\_\_\_  
Name-Authorized Representative Company Name

\_\_\_\_\_  
Signature-Authorized Representative Date

NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

# INDEPENDENT CONTRACTOR INFORMATION

(For Professional Services Contract Only)

As per 1995 Wisconsin Act 118, amending Wisconsin Statute 108.02(12)b; comprehensive revisions to the Wisconsin Unemployment Compensation Act includes a new definition for "independent contractor", which became effective on January 4, 1996.

1. Are you a Corporation?  YES  NO

If yes, in what state: \_\_\_\_\_

If no:

2. Federal Employer Identification Number: \_\_\_\_\_

If no number issued, date of application \_\_\_\_\_, or Social Security Number: \_\_\_\_\_

3. Year of last business or self-employment tax return: \_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Owner/Agent

\_\_\_\_\_  
Printed name and title of Authorized Owner/Agent

\_\_\_\_\_  
Date

# VENDOR INFORMATION SHEET

New

Change

Vendor # \_\_\_\_\_ Date \_\_\_\_\_

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_

Phone 1 \_\_\_\_\_ Alt Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

## REMIT TO ADDRESS:

Address #1 \_\_\_\_\_ Address #2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_

Website \_\_\_\_\_ Email Address \_\_\_\_\_

COMMENTS \_\_\_\_\_

Contact Person(s) \_\_\_\_\_

Are you a DBE? \_\_\_\_\_ Written By \_\_\_\_\_

Tax ID # \_\_\_\_\_ Date Business Started \_\_\_\_\_

NAICS Code \_\_\_\_\_

DUNS # \_\_\_\_\_ DBE Expiration Date \_\_\_\_\_

Annual Gross Receipts for business \_\_\_\_\_  
(average over past 3 years)

## CERTIFIED DBE:

41 = Black American Male  
42 = Hispanic American Male  
43 = Native American Male  
44 = Other Male  
45 = Asian Pacific American Male  
46 = Subcontinent Asian American Male  
47 = Designated SBA Male

51 = Black American Female  
52 = Hispanic American Female  
53 = Native American Female  
54 = Other Female  
55 = Asian Pacific American Female  
56 = Subcontinent Asian American Female  
57 = Designated SBA Female  
58 = Female

Will Vendor come on MTS' Property at any time?  Yes  No

If YES, Purchasing Agent will Need to obtain a Certificate of Liability Insurance (COI)



MILWAUKEE COUNTY – BIDDERS LIST FORM  
DOT ASSISTED CONTRACTS [49 CFR, Part 26]

49 CFR, Part 26 requires that all recipients of Federal Funds collect certain information from all bidders submitting responses to solicitations. To assist in the building of demographics for the area upon which reasonable and effective expectations of DBE opportunities may be based, all bidders are required to return this certificate with their offer. Any offer submitted that does not contain a completed copy of this form will be ruled as non-responsive and dropped from further consideration in the procurement process of the solicitation.

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Phone (\_\_\_\_) \_\_\_\_\_ Firm Email Address \_\_\_\_\_

Firm Fax: (\_\_\_\_) \_\_\_\_\_

**General Classification of Firm by Quantity of Employees:**

\_\_\_\_ Less than 10      \_\_\_\_ 11-50      \_\_\_\_ 51-100      \_\_\_\_ 101-500  
\_\_\_\_ 501-1000      \_\_\_\_ 1001-5000      \_\_\_\_ More than 5000

**General Classification of Firm in Age of Existence:**

\_\_\_\_ 0-5 years      \_\_\_\_ 6-10 years      \_\_\_\_ 11-50 years      \_\_\_\_ Over 50 years

**General Classification by Type:**

\_\_\_\_ Firm is a Small Business      \_\_\_\_ Firm is a Certified DBE  
\_\_\_\_ Firm is a Certified WBE      \_\_\_\_ Firm is not one of the above

**General Classification by Annual Gross Income:**

\_\_\_\_ The approximate annual gross income for this firm is less than \$100,000  
\_\_\_\_ The approximate annual gross income for this firm is \$100,000 - \$250,000  
\_\_\_\_ The approximate annual gross income for this firm is \$250,001 - \$500,000  
\_\_\_\_ The approximate annual gross income for this firm is \$500,000 - \$1M  
\_\_\_\_ The approximate annual gross income for this firm is \$1M - \$5M  
\_\_\_\_ The approximate annual gross income for this firm is greater than \$5M

**I certify this information is accurate to the best of my knowledge.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND  
OTHER RESPONSIBILITY MATTERS**

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

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a ten-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Contractor Name: \_\_\_\_\_

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

By: \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

**SAMPLE PROFESSIONAL SERVICE CONTRACT**

This Contract between Milwaukee Transport Services, Inc., a quasi-governmental instrumentality of Milwaukee County and operator of Milwaukee County Transit System located at 1942 North 17<sup>th</sup> Street, Milwaukee, Wisconsin 53205 (hereinafter called the "MTS"), and XXXXXXX located at XXXXXX (hereafter called "Contractor"), is entered into as of XXXXXX 2020.

1. SCOPE OF SERVICES

The Contract consists of the following four documents listed below, all of which are incorporated herein by reference, in the following order of precedence that will govern any inconsistencies between the terms of this Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

- a. Professional Service Contract
- b. MTS RFP MM-10-20
- c. MTS Purchase Order
- d. Contractor's Submitted Proposal

2. STAFFING

Contractor's employees listed below are assigned to MTS and are the main points of contact for this Contract.

<u>Name</u>	<u>Position</u>
_____	_____
_____	_____

Contractor shall not replace the employees listed above without the prior approval of the MTS. If the successor to any of those employees cannot be mutually agreed upon, MTS shall have the right to terminate this Contract upon thirty (30) days' notice. Any replacement of listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. The employees listed above shall be required to give this contractual obligation top priority.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, MTS.

3. DATES OF PERFORMANCE

This is a firm fixed price three (3) year contract with a possible two (2) additional extension years available if both parties agree.

- Year 1 - April 1, 2021 through March 31, 2022
- Year 2 - April 1, 2022 through March 31, 2023
- Year 3 - April 1, 2023 through March 31, 2024

Option Year 4 - April 1, 2024 through March 31, 2025

Option Year 5 - April 1, 2025 through March 31, 2026

4. COMPENSATION

Contractor shall be compensated for work as listed in Contractor's Best and Final Offer, attached and incorporated into this Contract. This compensation shall include any and all out-of-pocket expenses incurred by Contractor or its employees State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, MTS attempts to pay all invoices in 30 days.

Contractor shall provide MTS with monthly billings, listing actual costs, which shall include, but not be limited to, the following:

- A. Name and address of contractor  
Invoice date and number
- B. Remittance name and address
- C. Name, title, and phone number of person to notify in event of defective invoice

Invoices should be sent to: [accountspayable@mcts.org](mailto:accountspayable@mcts.org)

MTS reserves the right to use a purchasing card to pay invoices.

5. MISSION CRITICAL CONTRACT

MTS has identified this Contract as critical to MTS's ability to provide essential services. During the duration of the current COVID-19 pandemic, 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 this contract by federal, state, or local governments, Contractor will:

- a. Dedicate resources to identify and mitigate situations in the workplace or jobsite which may introduce, expose, or spread COVID-19.
- b. 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.
- c. Educate employees on key CDC recommendations including how employees can protect themselves and what employees should do if they feel sick.
- d. Provide MTS services remotely, to the greatest extent possible.
- e. 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.
- f. Notify MTS immediately if Contractor believes, or has reason to believe, Contractor will be unable to provide services or goods under this Contract.

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

6. OWNERSHIP OF DATA

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of MTS Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of MTS.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. RIGHTS OF ACCESS AND AUDIT

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow MTS and Milwaukee County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

8. AFFIRMATIVE ACTION

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure 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 MCCGO 56.17(1d). The Contractor 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. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

9. TARGETED BUSINESS ENTERPRISES

Contractor shall comply with all provisions imposed by or pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable, and as said Ordinance may be amended. MTS shall notify Contractor in the event that new ordinances are issued.

This project has a **Targeted Business Enterprise (TBE) goal of 17%**. To be considered for this project, the Prime *must* submit a Subcontractor/Supplier Information Sheet (TBE-02) with your Bid/Proposal. Additionally, the award of this Contract is conditioned upon your good faith efforts in achieving this project's TBE goal, and you must document those efforts by submitting with your Bid/Proposal one of the following:

**A signed and notarized *Commitment to Contract with TBE Firms (TBE-14) form(s)***, one for each TBE documenting the participation achieved toward satisfying the goal \*, evidencing your proposed participation plan to meet or exceed the TBE goal.

**OR**

**A signed and notarized *Certificate of Good Faith Efforts (TBE-01) form\*\**** and all relevant documentation, including a signed and notarized *Commitment to Contract with TBE Firms (TBE-14) form* for each TBE documenting the participation achieved toward satisfying the goal.

\*TBE-14 form(s) must identify (1) the TBE firm(s) by name and address, (2) the scope(s) of work/service(s) to be provided, (3) the dollar amount(s) of such work, and (4) the percentage of the TBE goal to be met. The form must be signed by the Prime and notarized to be considered responsive. The signature of the TBE firm in the affirmation section is not required at time of bid but will be required for the participation plan to be approved. Milwaukee County is entitled to reject your Bid/Proposal for failing to identify this information for each TBE.

\*\*TBE-01 form(s) must be complete to the fullest extent possible and outline communications with both solicited TBE firm(s) and Milwaukee County's Community Business Development Partners department (CBDP). Submission of form(s) with supporting documentation such as emails and similar correspondence is strongly recommended. **A necessary step in the good faith efforts process and for documentation in the *Certificate of Good Faith Efforts (TBE-01) form*, is contacting CBDP at 414-278-4747 or [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov) for assistance in identifying TBE firms and understanding the County's TBE Program procedures.**

During the Contract, the successful Bidder/Proposer and all subcontractors will use the County's online reporting system B2G to document TBE participation. The *Targeted Business Enterprise (TBE) Utilization Specifications* and forms to be used are included in the RFP. To access the North American Industry Classification System (NAICS), please go to Business Classifications by NAICS Code: <http://www.census.gov/eos/www/naics/>

#### 10. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. A violation of this provision shall be sufficient cause for MTSto terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract,

which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist MTS in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by MTS. Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, MTS may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by MTS.

#### 11. INDEMNITY

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, MTS and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers' Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

Contractor shall indemnify and save MTS harmless from any award of damages and costs against MTS for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

#### 12. INSURANCE

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	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Per Accident
Bodily Injury and Property Damage All Autos	
Professional Liability	\$1,000,000 Per Occurrence
Refer to Additional Provision A.1.	\$3,000,000 Aggregate
Umbrella Liability	\$5,000,000 Per Occurrence
Policy will follow form to underlying Employer's, General, and Automobile Liability policies	\$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.

13. PERMITS, TAXES, LICENSES

Contractor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

14. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of MTS to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

15. TERMINATION BY MTS FOR VIOLATIONS BY CONTRACTOR

If the Contractor 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, Contractor 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 Contractor for use in completing the Contract.

#### 16. UNRESTRICTED RIGHT OF TERMINATION BY MTS

MTS further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the Contractor 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, Contractor shall be paid for all services rendered through the date of termination.

#### 17. CONTINUITY OF SERVICE

Contractor recognizes that the services under this contract are vital to MTS and must be continued without interruption and that, upon contract expiration or termination, a successor, either MTS or another contractor, may continue them. Contractor agrees to:

- a. Furnish phase-in, phase-out services for up to 30 days after this contract expires or terminates for any reason; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to MTS approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- b. Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

#### 18. INDEPENDENT CONTRACTOR

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between MTS or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Contract shall give Contractor any authority to supervise, manage, and/or direct MTS employees.

#### 19. SUBCONTRACTS

Assignment of any portion of the work by subcontract must have the prior written approval of MTS.

20. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

21. PROHIBITED PRACTICES

The following practices are prohibited during the term of this contract:

- a. Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of MTS or any person who, to the knowledge of Contractor, has a conflict of interest.
- b. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics, which applies to MTS employees, and which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby" and will not offer or give anything of value to any MTS employee.

22. PUBLIC RECORDS

Both parties understand that MTS is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist MTS in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold MTS harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by MTS in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

23. TAXES

MTS is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor must be without such taxes. Including taxes on invoices will delay payment.

24. NON-CONVICTION FOR BRIBERY

Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

25. CONFIDENTIALITY

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Contract on behalf of MTS, below, and not any other person or entity, including any other MTS employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in Sec. 23 of this Contract and as determined in cooperation with MTS

Contractor shall maintain all materials and communications developed under or relating to this Contract as confidential and shall disclose them only to or as directed by the individual who is signing this Contract on behalf of MTS. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for MTS and may require Contractor to indemnify MTS as provided in Sec. 12 of this Contract.

26. NOTICES

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Attn.:  
Address:

To MTS:

Attn.: Materials Management  
Address: 1942 N. 17<sup>th</sup> St  
Milwaukee, WI 53205

Either party may designate a new address for purposes of this Contract by written notice to the other party.

27. MISCELLANEOUS

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin.

This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties.

28. FEDERAL LAWS, REGULATIONS, AND REQUIREMENTS

Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

29. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

30. AUTHORIZATION

**IN WITNESS WHEREOF**, this contract is effective on the date of the last acquired signature. Signer for Contractor warrants they are authorized to sign on behalf of Contractor.

**CONTRACTOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed

\_\_\_\_\_  
Name Printed Title

**Milwaukee Transport Services, Inc**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed

\_\_\_\_\_  
Name Printed Title

THE MILWAUKEE COUNTY TRANSIT SYSTEM IS  
OPERATED AND MANAGED BY  
MILWAUKEE TRANSPORT SERVICES, INC. (MTS)

DIRECTIONS FOR BIDDING

1. **How to Bid**

All bids shall be in printed or typed and all prices and amounts stated in words and figures. All bids shall be submitted on the official bid price form furnished by Materials Management. The Signature sheet must be signed with the vendor's name and manually signed by an officer or employee authorized by the Vendor. Unsigned Signature sheets or missing Signature sheets shall be determined unresponsive shall not be considered. If the bid price sheet(s) do not provide sufficient space, bidders may attach a sheet supplying the additional information.

2. **How to Amend a Bid Before Due Date and Time**

After a bid has been filed with Materials Management Department and the bidder desires to amend his/her bid, he/she may do so before the due date and time by filing an amendment, fully identified with the original bid submitted by number, commodity and opening date. All the conditions and provisions of the original bid will be in effect. This must be submitted before the due date and time for receipt of bids as set forth in the bid documents. No bids or amendments will be accepted after the bid opening date and time specified.

3. **Variations in Word and Figures**

In case of variation between the amounts in words and figures, the amount prescribed in words will prevail.

## **TERMS AND CONDITIONS OF PURCHASE**

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

**1. Award**

Award will be made to the lowest responsive, responsible bidder meeting specifications. MTS reserves the right to award a separate contract for each item unless otherwise specified in the bid; any group of items; or to reject any or all bids or any portion of any or all bids when, in the opinion of the Director of Materials Management the best interests of MTS will be served thereby.

Milwaukee Transport Services, Inc reserves the right to make an award based on its own determination, or to reject any or all proposals or portions of same, if in the opinion of MTS, Inc., the best interests of Milwaukee Transport Services, Inc. will be served thereby.

**2. Tie Bids**

If there are tie bids, award will be made in accordance with tie bid provisions as outlined in Chapter 32 of the Milwaukee County General Ordinances.

**3. Changes in Specifications**

Changes to specifications are not permitted. Bids not meeting the minimum requirements specified shall be rejected. All merchandise shall be new and unused unless otherwise specified in the specifications.

**4. Defaulting Bidders Excluded**

No bids will be accepted from any person, firm or corporation that has failed to perform faithfully any previous contract with MTS unless said person, firm or corporation has been reinstated on the eligible list of bidders by the Director of Materials Management.

**5. Delays in Delivery**

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

**6. Delivery Terms**

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

7. **Taxes**

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

8. **Code of Ethics**

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

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

9. **Funds**

If funds are not appropriated for payment of this contract, Purchaser may terminate contract at the end of any fiscal year upon 30 days written notice.

MTS operates the transit system for, and under an agreement with, Milwaukee County, Wisconsin. All multi-year contracts / agreements with MTS are contingent upon Milwaukee County retaining MTS as the operator of the transit system. The continuation of this agreement beyond December 31 of any given year, shall be contingent upon MTS receiving the necessary funding from the government agency.

10. **Indemnification Agreement**

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

11. **Intellectual Property Indemnification**

The successful bidder shall defend, at its expense, any action brought against MTS or

Milwaukee County or their employees to the extent that it is based on a claim that the goods, services, or products provided relating to this purchase order infringes any patent, trade secret, trademark, copyright, or other proprietary right. Successful bidder shall indemnify MTS and Milwaukee County for any costs, damages, and fees, including any costs, damages, and fees finally awarded against MTS and Milwaukee County, which are attributable to such claim, if MTS or Milwaukee County notifies successful bidder of the claim. MTS and Milwaukee County shall permit successful bidder, at successful bidder's sole discretion, to defend, compromise or settle the claim. MTS and Milwaukee County shall provide all available information, assistance and authority to enable Vendor to do so, provided successful bidder reimburses MTS and Milwaukee County for such activity.

12. **Independent Contractor**

Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between MTS, Inc. or its successors and the Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is always acting and performing as an independent Contractor, duly authorized to perform the acts required of it hereunder.

13. **Retention of Records**

Contractor agrees to retain all records related to this contract for a period of at least three years from final date of payment of this contract

14. **Audit of Records**

Contractor shall permit the authorized representative of the Milwaukee County Auditor, after reasonable notice, the right to inspect and audit all data and records of Contractor related to carrying out the contract for a period of up to three years after completion of the contract. If subcontracts and/or associates are utilized, prime contractor shall have a written contractual agreement with County approved subcontractors and/or associates which bind the subcontractor to the same audit contract terms and conditions as the prime Contractor.

15. **Non-Discrimination**

The contractor, lessee, offeror, supplier, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which include, but not limited to: recruitment or recruitment advertising; employment; upgrading; demotion or transfer, layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for MTS to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 - Non-Discriminatory Contracts.

16. **Disadvantaged Business Enterprise**

The contractor, sub recipient or subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



17. **Termination for Convenience**

MTS may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in MTS's best interest. The Contractor shall be paid its cost, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MTS to be paid the Contractor. If the Contractor has any property in its possession belonging to MTS, the Contractor will account for the same and dispose of it in the manner MTS directs.

18. **Termination for Default**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, MTS may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by MTS that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, MTS after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

19. **Opportunity to Cure**

MTS in its sole discretion may, in the case of a termination for default, allow the Contractor thirty (30) days to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to MTS' satisfaction the default or any other terms covenants, or conditions of this Contract within the thirty (30) days after receipt by the Contractor of written notice from MTS setting forth the nature of said default, MTS shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude MTS from also pursuing all available remedies against the Contractor and its sureties for said default.

20. **Employee's Right to Know**

It is a direct condition of the Terms of this proposal that if there be any toxic substances, materials, or infectious agents, the offeror shall supply copies of material safety data sheets (SDS) in accordance with Wisconsin Statutes, Chapter 364. These can be sent to **Equipment Engineer, 1525 W. Vine Street, Milwaukee WI 53205**

21. **Written Change Orders**

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

contracting officer.

22. **Waiver of Informalities**

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

23. **Protest and Appeal**

Protest Policy for Sealed Bids:

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

A. Prior to sealed bid opening:

1. Protests to form and content of bid documents shall be received by the Director of Materials Management not less than five (5) days prior to the time scheduled for bid opening. Protests shall be in writing and state the specific reason for the protest.
2. The Director of Materials Management 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 bidder. If the modification is rejected, the protestor shall be notified. The decision of the Director of Materials Management is final.

B. After sealed bid opening:

1. Protests concerning irregularities on sealed bid opening procedures or compliance by bidders with bid documents shall be received by the Director of Materials Management within seventy-two (72) hours after time of bid opening.
2. When a sealed bid is awarded to other than the lowest bidder, all bidders shall be notified in writing by email. The *sent* copy of the email shall be proof that the notification was sent to all bidders. Any protest to the award must be delivered to the Director of Materials Management within seventy-two (72) hours after receipt of the email.

Director of Materials Management within five (5) days after receipt of a protest notice, shall respond the bidder in writing via email or fax. The sent copy of the email or the copy of the fax transmission shall be conclusive proof of the time and date of receipt by a bidder.

3. A protest under either (B.1.) or (B.2.) above must be in writing and state the specific reason for the protest. The Director of Materials Management shall review the protest and notify the protestor of a decision in writing via email or via certified mail return receipt requested, or by fax machine transmission, within five (5) days. No contract shall be awarded while a protest is pending. A protest that is untimely or fails to clearly state the reason, or made prior to bid opening is invalid. The decision of the Director of Materials Management disqualifying the protest for these reasons is final and cannot be appealed. A copy of the *sent* email or fax transmission cover sheet shall be conclusive proof of the time and date of receipt by a bidder.

C. Appeals to the Purchasing Appeals Committee:

1. Protest from the decision of the Director of Materials Management shall be made to the Purchasing Appeals Committee by delivering a written request for appeal hearing both to the Materials Management Department and the Purchasing Appeals Committee within seventy-two (72) hours after the receipt of the Director of Materials Management's decision.
2. Written appeals to the Purchasing Appeals Committee shall be addressed as follows:  
Purchasing Appeals Committee  
C/O MTS Materials Management Department  
1942 North 17<sup>th</sup> Street  
Milwaukee, WI 53205
3. The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until the final disposition of the protest.
4. The Chairperson of the Purchasing Appeals Committee shall notify all interested persons of the time and place of the hearing.
5. The Purchasing Appeals Committee shall affirm, reverse or modify the decision of the Director of Materials Management and its' decision shall be final.

24. **Contract Continuation**

Contractor recognizes that the services under this contract are vital to MTS and to the public and must be continued without interruption. Contractor agrees that MTS, in its sole discretion, and by written notice to Contractor at least 30 days prior to contract expiration, may extend this Agreement for up to an additional 120 days. If so extended by MTS, Contractor shall continue to provide services under this Agreement, on the same Terms as set forth in this Agreement.

25. **Quantities**

Items shipped in excess of the designated quantities will not be accepted and will be returned at the Vendor's expense.

26. **Invoices**

Invoices shall be emailed to [accountspayable@mcts.org](mailto:accountspayable@mcts.org)

27. **Governing Law and Venue**

Any purchase made pursuant to these Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of Wisconsin for all purposes regarding any such purchase, and further agrees and consents that venue of any action hereunder shall be exclusively Milwaukee County, Wisconsin.

28. **Compliance with Laws**

Vendor shall fully comply with all applicable provisions of federal, state and local laws, rules and regulations, and Vendor agrees to hold Milwaukee Transport Services, Inc and

Milwaukee County, its agents, officers and employees harmless from any all liability and costs, including, but not limited to attorney's fees and damages resulting from failure of compliance.

29. **Most Favored Customer**

Vendor represents and warrants that the prices Vendor charges MTS do not exceed existing selling prices to other customers for same or substantially similar items or services for comparable quantities under similar Terms and Conditions.

30. **Code of Ethics**

Vendor during the period of any Contract with MTS shall not hire, retain, or utilize for compensation any member, officer, or employee of MTS or any person who, to the knowledge of Vendor, has a conflict of interest.

31. **Invalidity, Remedies Not Exclusive**

The invalidity in whole or in part of any Term or Condition of these Terms shall not affect the validity of the remainder of these Terms and the application of such provisions to other persons or circumstance shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.