

WEEKLY INFORMAL BID / BUS PARTS



MILWAUKEE TRANSPORT SERVICES, INC.
Operator of the Milwaukee County Transit System
1942 NORTH 17TH STREET
MILWAUKEE, WI 53205

Milwaukee Transport Services (MTS) is the operator of the Milwaukee County Transit System (MCTS). MTS is currently accepting BIDS for the Weekly Bus Parts Informal Bid.

Submission Directions

1. BIDS must be received on or before 10:00 a.m. (or the time as specified on a particular bid) on the date identified in Bonfire.
2. Submissions are accepted in Bonfire only.
3. It is your responsibility to ensure that your BID is successfully submitted in Bonfire before the deadline. BIDS that are received after the deadline indicated above, for whatever reason, shall not be considered for evaluation.
4. Lead times must be accurate. Failure to provide accurate lead times will result in appropriate action being taken.
5. IF MTS indicates only a specific manufacturer will be accepted (OEM, VAPOR, CUMMINS only, etc.) Vendor must provide the part from that manufacturer or an approved equal. Failure to do so may result in MTS removing that vendor from the weekly bus parts BID as not responsible.
6. Goods offered shall be reviewed based on completeness and compliance with the BID. BIDS must adhere to the minimum specifications described in this document and any supplemental requirements.
7. The BID that complies with all specifications and requirements and is available, plus offers the lowest price, will be selected. Any offer that does not meet the requirements shall be rejected. MTS reserves the right to make an award to one or more qualified bidders.
8. Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by MTS. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on MTS's re-computation and correction of errors, its BID will be rejected.
9. At any time during the validity of the BID, any price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall not be accepted after MTS has received the BID.
10. BIDS shall include delivery costs to the specified delivery point with all transportation charges prepaid and borne by vendor. Pricing shall be inclusive of ALL shipping and other charges, including Core Charges.
11. Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions included below.

Terms and Conditions

The Following Terms and Conditions apply to all purchases made under this BID and apply to any Agreement between MTS and an awarded Vendor. By submitting a proposal under this BID, Vendor accepts these Terms and Conditions and acknowledges that any dispute or discrepancy between these Terms and Conditions and any Terms and Conditions submitted by Vendor, these Terms and Conditions control and take precedence.

1. Calculation of Time: The calculation of time shall be in days and hours shall exclude Saturdays, Sundays and all holidays recognized by MTS.
2. Submission is Binding on Vendor: Any BID submitted by a Vendor can be accepted by MTS without negotiation.
3. Submission is Non-Binding on MTS: MTS is not bound to accept any BID, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a BID, regardless of the outcome or the manner of conducting the selection process.
4. Award: Award will be made to the lowest, responsive, responsible vendor meeting specifications. MTS shall consider lead time and price per unit as factors for award. 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.

At the time of award of Contract or Purchase Order, MTS reserves the right to vary (increase or decrease) the quantity of services and/or goods without any change in the unit price or other terms and conditions.

5. Purchase Order Policies: All Purchase Orders must meet a minimum threshold of \$50.00. If the sum of the total award does not meet or exceed this amount, the award may be allocated according to sole discretion and in the best interests of MTS. Shipments must include a packing slip with the correct PO #. Shipments must be delivered to 1525 N. Vine St., Milwaukee, WI 53205. All bids shall be FOB destination.
6. Delivery Terms: BIDS shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by the respective Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. If applicable, contract number must be on all shipping documents and containers. Time of delivery must be stated in definite terms and observed. If any anticipated delays arise, Vendor shall immediately notify MTS. The MTS Buyer or Contract Administrator may agree to extend the time for completion of delivery. Such extension shall not be deemed a waiver of the right of MTS to terminate the Contract for any additional delay not covered by the Terms of such extension. If Vendor fails to meet the time of delivery specified or to promptly replace rejected material, the Vendor shall be liable for the difference between the "open market" and the Contract price. Untimely delivery may further be cause for termination for default. Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. MTS will reject shipments sent COD or freight collect.
7. Quantities: At the sole discretion of MTS, quantities shipped in excess of the requested quantity may be rejected and will then be returned at Vendor's risk and expense.
8. Invoices: Invoices shall be e-mailed to accountspayable@mcts.org, within 24 hours of shipment. Invoices shall state whether delivery is for a full or partial order and shall include unit of measure and unit prices. Invoices will not be paid unless and until all the requirements have been fully met. All invoices submitted must include contract, agreement or purchase order number related to purchase or payment obligation. Invoices not containing this information will not be considered a "properly completed invoice" under Wisconsin State Statue 16.528(2)(a).
9. Price and Payment Terms: The prices herein do not include sales or use tax, as MTS is exempt from all state, local and federal excise tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein. Cash discount periods shall be computed either from the date of delivery and MTS's acceptance or the date of MTS's receipt of correct and proper invoices, prepared in accordance with the Terms, whichever date is later. Payment terms are net 30 calendar days from the date MTS receives and accepts a correct and proper invoice. In no event shall MTS be liable for any late charges.

10. Quality of Material: All materials or items furnished and delivered shall be new and unused unless otherwise stated and of the specified quality. No obsolete, discontinued, or defective materials or items may be used or furnished without the prior written approval of MTS.
11. Core Returns: Core returns must be accepted up to 12 months after acceptance of delivery to MTS. The Vendor is responsible for the shipping costs to return the Core. MTS is not responsible for any damage that may occur during shipping.
12. Warranties: If any of the items furnished by the Vendor fail to conform to the specifications herein or the sample submitted by the Vendor, MTS may reject the same, and the Vendor shall reclaim and remove such items at its expense and replace such items with others conforming to such specifications or samples. If the Vendor fails, neglects or refuses to do so, MTS shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of like items and may deduct from any moneys due or that may thereafter become due to Vendor the difference between the Contract price and the actual cost thereof to MTS. Vendor further represents and warrants that the items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.
13. Rejection: All materials provided are subject to MTS inspection and approval. Any materials deemed not to meet MTS standards will be rejected. Rejected material shall be picked up or shipped back at the vendor's risk and expense. New, packaged, warranted parts are expected in all cases. Substitution parts will not be accepted. MTS reserves the right to suspend a Vendor from a bid process if that vendor has sold MTS substitution parts.
14. Funds: 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. 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.
15. Independent Contractor: Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between MTS, Inc. or its successors and the Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent Contractor, duly authorized to perform the acts required of it hereunder.
16. 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.
17. Audit of Records: Contractor shall permit the authorized representative of the Milwaukee Transport Services, including 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.
18. Non-Discrimination: The contractor, lessee, offeror, supplier, purchaser, etc., agrees not to discriminate against any employee 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.
19. Disadvantaged Business Enterprise: The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

20. 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 the best interest of MTS. 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.
21. Termination for Default: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, MTS may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor, setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by MTS that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, MTS after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
22. Employee's Right to Know: It is a direct condition of the terms of this proposal that if there are any toxic substances, materials, or infectious agents, the offeror shall supply copies of material safety data sheets in accordance with Wisconsin Statutes, Chapter 364.
23. Brand Names: In all cases, materials must be furnished as specified, but where brand names are used consider the term "or approved equal" to follow unless no substitute is allowed. However, written approval of any proposed substitution must be obtained by vendor prior to submitting BID.
24. Indemnification: Vendor shall indemnify, defend and hold harmless MTS, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any intellectual property or any actual or alleged trade secret disclosure.
25. 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 MTS, its agents, officers and employees harmless from any and all liability and costs, including, but not limited to attorney's fees, and damages resulting from failure of compliance.
26. Non-exclusivity: Nothing herein is intended to create, nor shall it be construed as creating, any exclusive arrangement with the Vendor.
27. Assignment: Vendor shall not assign its rights or delegate its duties pursuant to any purchase by MTS or these Terms without MTS's prior written authorization and any assignment or delegation without such authorization shall be null and void and shall constitute a material breach of these Terms upon which MTS may terminate any order hereunder
28. Disputes: If a dispute (for awards over \$250,000) about or arising from this Agreement, which cannot be resolved informally by the Parties, the Parties will escalate such dispute to senior management, with the intention of reaching a good faith resolution within 30 Business Days which are not resolved by agreement of the parties shall be decided in writing by MTS's Contract Counsel. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to MTS's Managing Director. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of MTS's Managing Director shall be binding upon contractor and contractor shall abide by the decision.
 - A. Performance During Dispute – Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.
 - B. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies

otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

29. Invalidation 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 circumstances 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.

30. Insurance: At a minimum, Contractor shall provide MTS with evidence of Commercial General Liability Insurance, \$1,000,000 Per Occurrence (including bodily injury and property damage) and \$1,000,000 General Aggregate (including Personal Injury, Fire Legal, Contractual and Products/Completed Operations) and Wisconsin Workers Compensation Insurance as required by statute or Proof of All States' Coverage. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County and MTS shall be provided. Milwaukee County and MTS, as its interests may appear, shall be named as an additional insured for Commercial General Liability Insurance and be afforded a thirty (30) calendar day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by MTS for the duration of the Contract.

31. **REQUIRED FEDERAL TERMS**

The preceding provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in other Contract provisions. All contractual provisions required by DOT, as set forth in 2 CFR 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all DOT or FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of MTS's requests that would cause MTS to be in violation of the FTA terms and conditions. In the event of any conflict among the requirements of clauses applicable to the Contractor, the most stringent requirements of the clauses will apply.

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

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

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

31.4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Order is for \$100,000 or more, Contractor and its subcontractors shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to MTS.

- 31.5 Debarment and Suspension (E.O.s 12549 and 12689). Contractor represents and warrants that it is not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR Part 180 that implement E.O.s 12549 and 12689, "Debarment and Take appropriate action." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

Contractor must comply with 2 CFR Part 180, Subpart C and must include a requirement to comply with this regulation in any lower tier covered transaction it enters into.

Contractor shall have an ongoing duty during the term of this Agreement to disclose to MTS on an ongoing basis any occurrence that would prevent Contractor from making the certifications contained in this Section 9. Such disclosure shall be made in writing to MTS within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

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

- 31.6 Procurement of recovered materials. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. If applicable, Contractor shall comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 31.7 Domestic preferences for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section 11 must be included in all subawards including all contracts and purchase orders for work or products under this Order.

For purposes of this section:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinylchloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 31.8 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR 200.321). Contractor shall take affirmative steps to include minority businesses, women's business enterprises, and labor surplus area firms when possible by:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in steps a. through e. of this Section 12.

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

32.1 Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Contractor shall not obligate or expend funding provided under this Contract to:

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