

# MILWAUKEE TRANSPORT SERVICES

1942 NORTH 17<sup>TH</sup> STREET  
MILWAUKEE, WI 53205  
(website: [www.ridemcts.com](http://www.ridemcts.com))

**Director of Materials Management: Stephanie Baker**

## **REQUEST FOR PROPOSAL NO: MM-04-20**

**DATE: April 9, 2020**

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

**2:00 P.M. CST – May 21, 2020**

Proposals shall be manually signed by an officer of the firm and shall be returned in a sealed envelope, with the return address and "Proposal No. MM-04-20" 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 the Transit Security Services as specified, based on the vendor's professional experience in the marketplace. The proposal should be based upon specifications as outlined in the RFP to include all services as specified. Proposals will be evaluated by MTS as defined in the RFP specification.

### **Term of Contract**

This is a firm fixed price three (3) year contract with a possible two (2) additional extensions years available if both parties are agreeable to any price increase. The Consumer Price Index (CPI) as a cap or ceiling to ensure reasonableness with thirty (30) days written notice. 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](http://www.bls.gov)" web site.

- Year 1 - November 1. 2020 through October 31, 2021
- Year 2 - November 1. 2021 through October 31, 2022
- Year 3 - November 1. 2022 through October 31, 2023
- Option Year 4 - November 1. 2023 through October 31, 2024
- Option Year 5 - November 1. 2024 through October 31, 2025

Proposals shall be based upon specifications as outlined in the RFP to include all services as specified. Proposals will be evaluated by MTS as defined in the RFP specification. The locations of the services are as follows:

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

**Contract Type:** Firm fixed rates for years one through three.

**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 **May 7, 2020** to the Purchasing Agent [sbaker@mcts.org](mailto:sbaker@mcts.org)

**Targeted Enterprise Goal (TBE):**

**This project has a Disadvantaged 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 *Disadvantaged Business Enterprise (TBE) Utilization Specifications* and forms to be used are included in the BID/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 question to [sbaker@mcts.org](mailto:sbaker@mcts.org) by the question deadline **May 7, 2020** close of business.

**Questions:**

All questions regarding the RFP and requirements must be submitted in writing to [sbaker@mcts.org](mailto:sbaker@mcts.org) by close of business on **May 7, 2020**. All questions will be answered as addendum and posted to the MTS website. Addendum are required return documents with the proposal package. Discussion during the walk through are not official answers, again all questions must be submitted in writing.

**Negotiations:**

This is a negotiated procurement. Negotiation is a procedure that includes the receipt of proposals from offerors, 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.

**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.

**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.

**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.

**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. Purchase of Services Agreement
2. The MTS Purchase Order
3. All documents related to this RFP MM-04-20
4. Accepted Proposal of the successful contractor.

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

### **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.

## **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 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.

**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.

**Schedule:**

MTS has established the following anticipated schedule for request for proposal.

<b>RFP Dates</b>	<b>Dates</b>
Issue RFP	April 9, 2020
Deadline for Questions	May 7, 2020 close of business
Proposals Due	May 21, 2020 2:00 PM CST
Interviews/Presentations (if necessary)	As needed

**Method of Award**

**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 100 points, weighted as indicated on the below table.

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

<b>CRITERIA</b>	<b>TOTAL POSSIBLE POINTS</b>
Company History and Organization	<b>3</b>
Personnel Selection	<b>10</b>
MTS Support	<b>10</b>
Vendor Training Programs	<b>20</b>
Vendor Reporting	<b>20</b>
Quality	<b>20</b>
Vendor Company Policies	<b>2</b>
Vendor Uniforms	<b>5</b>
Vendor Vehicles	<b>5</b>
Added Value	<b>3</b>
Transition Plan	<b>2</b>
<b>Total Possible Points</b>	<b>100</b>

**The Technical Response shall include the following in this order,  
numbered by section:**

**I. Company History and Organization:**

1. Submit the official firm name, whether an individual, partnership or corporation. If a partnership, submit the names of all partners, and if a corporation, the State of Incorporation.
2. Provide a **brief** company history, recent mergers, acquisitions and name changes and the number of years the firm has been providing service in the Milwaukee market.
3. Provide a table listing all accounts in Southeastern Wisconsin, the approximate number of employees at those accounts, and the number of years you have held each account.
4. Provide a table listing all US public transit accounts, the approximate number of employees at each account, and the number of years you have held each account.
5. Provide at least three (3) client references whose facilities are comparable in size, profile and security service hours to MCTS. (Transit references are preferred) The bidder must have serviced these clients for at least 12 months. Include name, address, contact person and contact phone number and/or e-mail address.

**II. Personnel Selection:**

6. Describe how recruitment and selection of security officers for MTS will be accomplished and who will be responsible for recruitment and candidate hiring for the life of the account.
7. Describe your company's process for continuous recruitment to ensure that minimum staffing levels, with officers who meet MTS' qualifications, are adhered to.
8. Describe the type of scheduling software that will be used during this contract and detail the features ensure equitable and creative employee schedules, shift change overlap and proper daily coverage.
9. List all testing, screening and verification processes involved in your hiring process for this account. Be detailed in the sources used for any and all background checks and findings that would result in disqualification.
10. Detail your ability to provide required numbers of supplemental staffing for each day of Summerfest and from where the pool of officers will be drawn. Provide information on their minimum training levels and a description of the uniform you will provide them. If drawing personnel from a subcontractor, list the number of years your firm has had a relationship with that company.

**III. Corporate Support for Contract:**

11. Describe in detail how your firm will be organized to support this contract. Specifically, how will your firm provide adequate support for the Account Manager in the areas of recruiting and retention, training, payroll, equipment/supply allocation and maintenance, discipline, technology and any other areas deemed necessary to provide efficient response to effectively and efficiently provide service to MTS.
12. If your firm provides a client review process, please provide details on what is included in the review and how often they are completed. If there are deficiencies found during client reviews, please describe your firm's process for facilitating improvements.
13. Provide the address of the local office that would be supporting MTS.
14. Provide the organizational chart of local office, the resume of the Client Manager directly responsible for the MTS Account, and list the number and size of accounts (in weekly hours) that are under his/her

oversight.

#### **IV. Training Programs:**

15. Describe in detail officer on-boarding process and how and where it will be conducted.
16. Describe what pre-site training is conducted and how competency is measured. Provide examples of testing and what is considered a passing grade. If candidates do not pass pre-site testing, what steps are taken?
17. List all trainers and qualifications (or resumes) for persons who perform pre-site testing and training.
18. Describe how site-specific training will be conducted and who will conduct the training.
19. Describe training that your company provides that would be specific to a mass transit environment.
20. Describe in detail your DAAT training program and the length of the program. Please list training firm, trainers and their credentials. Explain how this training will be conducted as new officers are hired. Describe the verbal de-escalation training provided as a segment of the DAAT training.
21. Describe any other training that will be provided to officers assigned to MTS, not required by the specification at no additional cost to MTS.
22. Describe how your post orders will be integrated with MTS security procedures to ensure that MTS Standard Operating Procedures are consistently adhered to by the officers.

#### **V. Reporting:**

- VI. NOTE: for any technology required below, respondents MUST list only those devices provided to MTS Transit Security Officers at no additional cost to MTS.
  23. Describe how incident reports are completed, disseminated, stored and analyzed. If your firm uses a software for reports, please provide information regarding this software and whether it is firm-owned or a third party.
  24. Provide assurances that report fields are customizable to meet all requirements of this specification.
  25. Detail when and how often report information will be sent to MTS personnel and the method(s) of delivery.
  26. Describe how and when bus riding, mobile patrols, building/facility checks and other daily activity will be recorded or logged and then analyzed and disseminated to MTS management.
  27. Describe the type and quantity of technological tools provided to Contractor Personnel to complete incident reports, complete patrol tours, find moving MCTS transit buses and respond effectively to incidents. This includes desktop, laptop, or tablet computers, and any cellular devices that can aide in incident response, patrol tours and off-site field reporting.
  28. Describe the functions of provided devices used in this contract for other than reporting, i.e. taking photos, GPS monitoring, patrol tours, training, etc.

#### **VII. Policies for Officers**

29. Provide an official copy of your firm's Use of Force, pursuit, and powers of arrest policies and procedures.
30. Describe your investigative process when force is used by officers in the course of performing their duties.

#### **VIII. Quality:**

31. Describe in detail what you will do for officers assigned to MTS to promote retention and high morale.

32. Describe in detail your firm's compensation packages specifically offered to Officers assigned to MTS for the duration of the contract including savings plans, profit sharing, 401k plans etc.
33. Describe medical, dental, life and any other insurance plans offered to employees and when the employee would be eligible to receive such benefits. Include all aspects and details of benefit plans, as well as the percentage (%) and dollar amount the Contractor's Personnel would pay monthly for each benefit.
34. Describe methods, audits, management, and self-inspection steps that will be put in place to ensure contract compliance and that officers are productive and following policies and procedures while riding buses and on mobile patrol. Describe the frequency of the inspections, client notification on outcomes, and your processes for corrective action and follow-up auditing.
35. Please include the turnover rate for your Milwaukee office for the past three years.

**IX. Uniforms:**

36. Please provide a photo of and detail all pieces of the proposed Transit Security Officer uniform that will be available for this account. This includes hats, shirts, outer wear, inclement weather gear, pants and any footwear provided.
37. Detail the number of pieces allocated to each officer, how often uniform pieces are replaced and any cost to the officer. Also describe how uniforms will be distributed and where they will be stored for MTS.
38. Specify whether the firm provides laundry service or if officers will be responsible for the care of their uniforms.
39. Please list your plan to allow officers to wear personal body armor and your contribution (if any) to their cost.

**X. Vehicles:**

40. List all vehicles that will be used for this account. List the make, model, year, current mileage, color and all planned markings.
41. Provide information on how and where vehicles will be serviced and how extra vehicles will be made available for Contractor Personnel while service is being performed. Please detail who will be responsible for taking vehicles in for service and whether that would be done on the Contractor's time or during MTS Service hours.
42. List features of vehicle add-ons that would aid in investigations of vehicle location, speeding, illegal maneuvers, unsafe driving and long periods of inactivity. Please describe what data from this technology will be made available for review by MTS Contract Management.
43. Specify whether your firm's employees will be able to transport MTS employees in Transit Security Vehicles during times of emergencies or inclement weather.
44. Specify whether your firm's employees will be able to transport MCTS Passengers in Transit Security Vehicles.
45. All personnel assigned to MTS must be able to drive the firm's vehicles. Describe your company policy regarding driving and the requirements for each Officer and Subcontractor's officers to be eligible to drive.
46. Please provide your Firm's policy and procedures for when an officer is in an accident driving a company vehicle.

**XI. Added Features:**

47. Describe any productivity and technology applications utilized to enhance and improve business processes, integration of scheduling, payroll and billing systems, reporting or other benefits of automation. Summarize how such systems will benefit MCTS.

48. Indicate features or programs not covered elsewhere in this response which are offered to enhance your firm's ability to effectively manage the project that would be at no additional cost to MTS.

**XII. Transition Plan:**

49. Outline your firm's transition plan that would ensure an easy, transparent transition of security officers and duties from the current Contractor. The transition plan must define specific steps, including tasks, dates and responsible persons and outcome goals. The current Contractor must submit a like transition plan to ensure requirements, policies, procedures, technology or added features presented within this specification are implemented.

50. Describe how incumbent security personnel will be recruited, hired, integrated, and trained as part of the new team for your firm. Incumbent respondent must describe actions to ensure that MTS account will remain fully staffed throughout the transition and ensure continuity of security for MTS employees and passengers.

**Cost Response:**

You must contact [sbaker@mcts.com](mailto:sbaker@mcts.com) to receive the Excel workbook for pricing. This is the only acceptable format for pricing.

Do not adjust the Excel pricing format. The cost figures shall be furnished on the price sheet(s) provided and shall be submitted in a sealed envelope separate from your technical response. Your cost response shall include the price sheets(s) and the signature sheet. One (1) original copy of the price sheet and signature sheet, plus one (1) copy on a thumb drive are required to be returned. Provide in a separate sealed envelope.

The price quoted should fully loaded (overhead and margin). No hidden charges will be allowed, therefore a complete, disclosure of charges should be included within the submitted bid. Any charges not disclosed on the bid would be the sole responsibility of the Contractor proposing the cost. MTS is tax exempt.

This Request for Proposal should not be construed as a contract to purchase goods or services from any of the participating Contractors.

**PROPOSAL PRICE SHEETS**

The undersigned bidder 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.

Proposers shall provide a detailed cost breakdown for both a fully loaded bill rate and Bill rate with Medical Benefit Cost pass through for the following positions:

1. Transit Security Officer (TSO)
2. Transit Security Supervisor (TSS)
3. Account Supervisor (AS)
4. Account Manager (AM)
5. Supplemental Security Officer (SSO) Summerfest and Special events only

In the yellow, the proposers shall provide the percentage of the total bill rate (100%) for each cost item. Each cost item will then be translated into a dollar amount in the white section for each position. Reminder that all TSO Rates must be at or above the minimally stated \$15/per hour and must be an amount commensurate with the duties of a Transit Security Officer.

Proposers shall provide a wage rate and bill rate only for Supplemental Security Officers.  
 Excel price proposals will be sent to Proposers

Proposers must provide Wage and bill rates for each year of the contract. These prices shall be fixed and firm in years (1) one, (2) two and (3) three. For years (4) four and (5) five, if extended, the base wages of year 3 (three) will be the starting point for negotiations – as stated on page one of this document. MTS will use the CPI as a guide to negotiate option year rates.

This is an example – one person from each firm shall contact [sbaker@mcts.org](mailto:sbaker@mcts.org) for the Excel workbook version of the pricing for this RFP.

**BILL RATE EXAMPLE for Labor rates**

Cost Item		TSO	TSS	AS	AM	SSO
Wage Rate	%	\$ -	\$ -	\$ -	\$ -	\$ -
Unscheduled OT		\$ -	\$ -	\$ -	\$ -	
Vacations		\$ -	\$ -	\$ -	\$ -	
Training		\$ -	\$ -	\$ -	\$ -	
401K/Retirement		\$ -	\$ -	\$ -	\$ -	
FICA		\$ -	\$ -	\$ -	\$ -	
FUI/SUI		\$ -	\$ -	\$ -	\$ -	
Workers Comp		\$ -	\$ -	\$ -	\$ -	
General Liability		\$ -	\$ -	\$ -	\$ -	
Background & screening		\$ -	\$ -	\$ -	\$ -	
Uniforms		\$ -	\$ -	\$ -	\$ -	
Equipment		\$ -	\$ -	\$ -	\$ -	
Major Medical		\$ -	\$ -	\$ -	\$ -	
Overhead		\$ -	\$ -	\$ -	\$ -	
Profit		\$ -	\$ -	\$ -	\$ -	
<b>Bill Rate</b>	0%	\$ -	\$ -	\$ -	\$ -	\$ -

For the medical pass through, Proposers shall provide the flat rate per month per type of officer for any officer who takes the Contractors medical benefits. Proposers shall provide information on how MTS will be notified of changes in Medical Pass Through Costs and what notice will be provided when these amounts change. This is an example; this pricing is also in the Excel pricing spreadsheet.

<b>BILL RATE EXAMPLE with MEDICAL PASS THROUGH</b>						
<b>Cost Item</b>	<b>%</b>	<b>TSO</b>	<b>TSS</b>	<b>AS</b>	<b>AM</b>	<b>SSO</b>
Wage Rate		\$	\$	\$	\$	\$
Unscheduled OT		\$	\$	\$	\$	
Vacations		\$	\$	\$	\$	
Training		\$	\$	\$	\$	
401K/Retirement		\$	\$	\$	\$	
FICA		\$	\$	\$	\$	
FUI/SUI		\$	\$	\$	\$	
Workers Comp		\$	\$	\$	\$	
General Liability		\$	\$	\$	\$	
Background & screening		\$	\$	\$	\$	
Uniforms		\$	\$	\$	\$	
Equipment		\$	\$	\$	\$	
Major Medical						
Overhead		\$	\$	\$	\$	
Profit		\$	\$	\$	\$	
<b>Bill Rate</b>	<b>0%</b>	\$	\$	\$	\$	\$
Pass through Rate/month/officer for Major Medical	<b>N/A</b>					<b>N/A</b>

## Compliance Matrix Technical Response

In addition to the Technical Response, Proposers must also complete a Compliance Matrix. Vendors must provide their Compliance Matrix Response either in-line of this RFP/specification or provide as a separate Microsoft Excel spreadsheet. All sections/requirements identified in this RFP/specification shall be provided one of the following response codes listed in the table below. In instances where the Vendor's proposal response is deemed to be "CM" or "N", Vendors are expected to provide a description or explanation as to how their solution addresses the requirements described in this RFP/specification

Proposals with missing, incomplete, or ambiguous responses may be deemed non-responsive.

RESPONSE CODE	DEFINITION
F	<b>Fully Compliant</b> – Proposer fully complies with requirement. Responses that are qualified by exceptions or limitations, etc. in the Compliance Matrix shall be considered the equivalent of "N" (does not comply).
CM	<b>Complies with Modified Requirement</b> – Proposers shall provide alternate requirement language to which they commit to comply. The "CM" will be equivalent to a response of "F" if MCTS opts to change the requirement as proposed, or to a response of "N" if MCTS opts to not change the requirement. If alternate requirement wording is not proposed in conjunction with a "CM" response, the response may be considered "N" (does not comply).
N	<b>Does Not Comply</b> – Proposer does not comply with the requirement. Accompanying comments are discouraged.

### Enclosures:

1. Request for Proposal MM-04-20
2. Compliance Matrix
3. Purchase of Services Agreement
4. TBE Utilization Specifications and Forms
5. Milwaukee County Terms & Conditions

## 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 FORMS in your proposal:	
RFP Submittal Requirement	Verified Included in Submittal
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 sided original)	
<u>Technical Response</u> -One (1) Original hard copy and one copy (1) on a USB drive of the <b>including</b> a written acknowledgement of receipt of all documents related to this RFP.	
<u>Proposal Price Sheet(s)</u> (1) one printed copy and (1) one electronic copy on the USB drive, these items must be in a separate sealed envelope with (1) copy of the <u>TBE paperwork</u> . Plus one Excel version emailed to <a href="mailto:sbaker@mcts.org">sbaker@mcts.org</a> by the due date for the RFP	
One (1) hard copy of the <u>Compliance Matrix</u> and a copy on a USB drive	
One original signed <u>EEO Certificate</u> and a copy of the USB drive	
<u>Independent Contractor</u> Form (1) original and one copy on the USB drive	
Completed <u>Bidders List form</u> (1) original and one copy on the USB drive	
Completed <u>Debarment form</u> (1) original and one copy on the USB drive	
Completed <u>Confidential Information form</u> (1) original and one copy on the USB drive	
<u>Conflict of Interest Form</u> (1) original and one copy on the USB drive	
Signed copies of <u>all addenda</u> released to our website at <a href="http://www.ridemcts.com">www.ridemcts.com</a>	
List of any <u>Deviations</u> (1) original and one copy on the USB drive	

**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: \_\_\_\_\_

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

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

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

**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 Representation Company Name

---

Signature-Authorized Representative Date

## Conflict of Interest Statement

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

Conflict of Interest: A situation in which a person or organization is involved in multiple interests (financial, emotional, or otherwise) one of which could corrupt the motivation of the person or organization.

Company Name: \_\_\_\_\_

Authorized Name \_\_\_\_\_ Title: \_\_\_\_\_

Name of Consultant Assigned: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**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#: \_\_\_\_\_

**VEHCILE PRICE PAGE**

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

**VEHICLE 1**

Vehicle Make, Model, Year: \_\_\_\_\_

Current Vehicle Mileage: \_\_\_\_\_

Cost per month in Words \_\_\_\_\_

Cost per month \$ \_\_\_\_\_

**VEHICLE 2**

Vehicle Make, Model, Year: \_\_\_\_\_

Current Vehicle Mileage: \_\_\_\_\_

Cost per month in Words \_\_\_\_\_

Cost per month \$ \_\_\_\_\_

**VEHICLE 3**

Vehicle Make, Model, Year: \_\_\_\_\_

Current Vehicle Mileage: \_\_\_\_\_

Cost per month in Words \_\_\_\_\_

Cost per month \$ \_\_\_\_\_

**VEHICLE 4**

Vehicle Make, Model, Year: \_\_\_\_\_

Current Vehicle Mileage: \_\_\_\_\_

Cost per month in Words \_\_\_\_\_

Cost per month \$ \_\_\_\_\_

**VEHICLE 5**

Vehicle Make, Model, Year: \_\_\_\_\_

Current Vehicle Mileage: \_\_\_\_\_

Cost per month in Words \_\_\_\_\_

Cost per month \$ \_\_\_\_\_

## 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.



**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>
--

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

<p>Provide a brief summary of why your firm is unable to meet the participation goal on this project.</p>
---



## 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

PROJECT No. \_\_\_\_\_ PROJECT TITLE \_\_\_\_\_

TOTAL CONTRACT AMOUNT (less allowances) \$ \_\_\_\_\_ TBE Goal: \_\_\_\_\_

Name & Address of TBE	Scope of Work Detailed Description	1) TBE Contract Amount	2) % of Total Contract

- 1) The total project contract amount is an estimate based on the outcome of negotiation between the Prime and Milwaukee County. In some situations the TBE sub-contract amount **might NOT** be based on the total project contract amount.
- 2) The **percentage** is based on the eligible scope of services that TBE participation can reasonably be obtained; which might not be based on the total project contract amount. The commitment percentage is the key indicator of TBE participation. The **Pass/Fail** determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple TBE companies the sum of the percentages **MUST** satisfy the minimum percentage stated in the RFP/BID. Note the percentage indicated on this document will be viewed by CBDP the Prime's **COMMITMENT** to the TBE company.

### Bidder/Proposer Commitment (To be completed by firm committing work to TBE)

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein.

Prime Contractor/Consultant \_\_\_\_\_ Phone \_\_\_\_\_, or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

\_\_\_\_\_  
Signature of Authorized Representative                      Name & Title of Authorized Representative                      Date

### TBE Affirmation (To be completed by TBE Owner/Authorized Representative)

- I affirm that our company is certified as (check all certifications that apply)
  - \_\_\_\_\_ DBE by the Wisconsin Unified Certification Program certifying partners
  - \_\_\_\_\_ MBE by State of Wisconsin DOA
  - \_\_\_\_\_ WBE by State of Wisconsin DOA
  - \_\_\_\_\_ SBE by SBA Federal Size Standards, NAICS and registered in SAM
  - \_\_\_\_\_ SBE by Milwaukee County
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein. I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces. I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project. I affirm that our company meets one of the following requirements: Certified as DBE and listed in the Wisconsin UCP Directory, certified as MBE or WBE with the State of Wisconsin DOA, or SBE firm certified by Milwaukee County or meets the SBA size standards and is listed in the SAM directory.

\_\_\_\_\_  
Signature of Authorized TBE Representative                      Name & Title of Authorized TBE Representative                      Phone Number                      Date

### FOR CBDP USE ONLY

Commitment number \_\_\_\_ of \_\_\_\_ Participation: \_\_\_\_\_ Project Total: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature                      Date



# 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)

Section	Description	Response (F-CM-N)	Alternate Language
<b>SECTION 1 – Account Support</b>			
1.1	MTS expects active support for Contractor’s personnel assigned to MTS.		
1.2	Contractor’s local manager or equivalent shall visit the site at least monthly to conduct a duty performance inspection and meet with the MTS Contract Administrator.		
1.3	Contractor Shall provide adequate support for the Contractor’ Account Manager in the areas of recruiting and retention, training, payroll, equipment/supply allocation and maintenance, discipline, technology and any other areas deemed necessary to provide efficient response to effectively and efficiently provide service to MTS.		
1.4	If this designee for Account Support Changes, the Contractor will notify MTS in writing within 72 hours.		
<b>SECTION 2 – Contract Administration</b>			
2.1	MTS will provide supervision of the contract through the MTS Contract Administrator, the Manager of Street Operations, or her designee. This person will ensure that the details of this specification will be carried out on a day to day basis and will communicate with the Account Manager when there are deficiencies. The details in this Request for Proposal, along with the Contractors proposal and the purchase order make up the contract from which all compliance shall be derived.		
2.2	Contractors shall present to MTS a written quarterly review during each year of the contract to discuss such things as, but not limited to contract compliance, staffing, reporting, incident response and customer service.		
2.3	Minutes of each quarterly review shall be captured by the contractor and an improvement plan shall be established if deficiencies are noted.		
2.4	The contractor shall notify MTS when there are examples of employee excellence so they may be communicated and shared through our MCTS Excellence Program.		
<b>SECTION 3 – Account Management</b>			
3.0	The successful Contractor will dedicate one (1) full-time, on-site Account Manager whose sole duty is the management of the MTS Transit Security contract. This individual shall work directly with the MTS Contract Administrator to ensure quality transit security service. MTS shall reserve the right of refusal in the selection of the Account Manager based on the candidate’s resume and interview with the MTS Contract Administrator.		
3.1	Sample Duties and Responsibilities:		
3.1.1	Manage, audit and oversee all assigned contract operations and have overall responsibility for performance of contract staff		
3.1.2	Assist in selection of Contractor personnel		
3.1.3	Implement policies and procedures		
3.1.4	Schedule special projects and follow ups regarding bus operator or passenger security concerns.		
3.1.5	Coordinate and report result of special investigations or complaints		
3.1.6	Evaluate and investigate use-of-force incidents		

Section	Description	Response (F-CM-N)	Alternate Language
3.1.7	Interface after major incidents and as needed with law enforcement and school officials		
3.1.8	Ensure all daily and monthly follow-up reports are submitted to MTS in a timely fashion		
3.1.9	Ensure proper maintenance all MTS and Contractor equipment		
3.1.10	Communicate with MTS regarding staffing, open posts, turnover, officer discipline and overall contract performance.		
3.1.11	Perform other duties as may be assigned by MTS or Contractor.		
<b>3.2</b>	<b>Qualifications:</b>		
3.2.1	A minimum of four (4) years previous experience in the management and operation of contract security services, or:		
3.2.2	Command or supervision experience from a certified police agency, or:		
3.2.3	The successful management and operation of a security officer force for a contract with more than ten (10) assigned officers, and:		
3.2.4	A four-year college degree is preferred, but other education, experience and/or qualifications may be considered.		
<b>SECTION 4 – Supervision</b>			
<b>Account Supervisor</b>			
4.1	The successful Contractor shall dedicate one (1) full-time Supervisor to assist the Account Manager. This person will be solely dedicated to the Supervision of the MTS Transit Security Officers. MTS shall reserve the right of refusal in the selection of any Operations Supervisor based on the candidate's resume and interview with the MTS Contract Administrator.		
<b>4.2</b>	<b>Examples of duties for this supervisor:</b>		
4.2.1	Oversee all day to day operations		
4.2.2	Coordinate shift briefings		
4.2.3	Complete the weekly deployment schedule		
4.2.4	Schedule daily deployment special assignments and follow up investigations		
4.2.5	Coordinate payroll and attendance records		
4.2.6	Fill in for shift supervisors in their absence		
4.2.7	Perform any other duties as may be assigned by MTS.		
4.3	The Contract Operations Supervisor shall have full authority to act for the Account Manager in his or her absence.		
<b>Qualifications: In addition to officer qualifications, the Account Supervisor shall have:</b>			
4.3.1	A minimum of two (2) years previous experience in the successful supervision of a security officer force. OR		
4.3.2	Supervision experience from a certified police agency or transit security agency		
<b>Shift Supervisor</b>			

Section	Description	Response (F-CM-N)	Alternate Language
4.4	The successful Contractor shall provide on-duty shift supervision in addition to the Account Manager or Supervisor. The level of supervision provided by the Contractor must be enough to visit the on-duty officers once per shift, Monday through Friday. The supervisors will make inspections on all shifts, ensure full staffing, answer officer and MTS questions, resolve problems, respond to incidents, investigate use-of-force incidents and otherwise complete tasks as identified in this Specification or in other applicable contract or operational documents		
<b>Qualifications:</b>			
4.4.1	Any Security Supervisor assigned must have a minimum of two (2) years of experience in transit security operations. This experience may be waived with prior written approval from the MTS Contract Administrator.		
4.4.2	Security Supervisors must have experience in training officers, as well as excellent oral and written communication skills.		
4.4.3	Security Supervisors must have thorough knowledge of MCTS Service, service area and Operations.		
<b>SECTION 5 – Officer Duties and Responsibilities</b>			
<b>Scope of Authority:</b>			
5.1	MCTS Transit Security Officers (TSOs) have the authority to enforce the rules and guidelines of the Milwaukee County Transit System, request that passengers follow Milwaukee County Ordinances and State Statutes that pertain to MCTS operations. MCTS has established a policy for TSOs to follow for requesting non-compliant passengers to get off the bus as well as guidelines for apprehensions and use of force. All TSOs assigned to MCTS must be able to effectively enforce these rules, guidelines and ordinances in a respectful and equitable manner according to Wisconsin state laws governing private security officers.		
<b>5.2 Officer Duties and Responsibilities</b>			
5.2.1	The security officers assigned to MTS may be assigned to either a bus riding or patrol assignment. All security officers must meet all the general requirements and abilities as outlined in this Specification.		
5.2.2	Present a positive and professional image, both in appearance and demeanor at all time.		
5.2.3	Protect both passengers and bus operators from the disorderly behavior of others.		
5.2.4	Enforce rules, laws and ordinances within the scope of your authority and assigned duties.		
5.2.5	Eject passengers who refuse to comply with the rules, laws and ordinances associated with the bus.		
5.2.6	Enforce proper payment of fare.		
5.2.7	Assist in crowd control during major boarding's/deboarding's (i.e. Summerfest, State Fair, other special events) as directed by MCTS.		
5.2.8	Assist and provide information for passengers.		
5.2.9	Respond to incidents as directed by the MCTS Dispatcher and/or Shift Supervisor or Account Manager.		

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5.2.10	Follow all legitimate instructions given by those who have the authority to do so (i.e. Account Manager, Shift Supervisor, MCTS Supervisor, Dispatcher etc.)		
5.2.11	Cooperate with, and assist, MCTS officials on security related matters when called upon to do so.		
5.2.12	Cooperate with, and assist, law enforcement on security related matters when called upon to do so.		
5.2.13	Prepare and submit reports for any incidents that are handled by officers.		
5.2.14	Handle and maintain all assigned equipment, both from your employer and MCTS, in a careful and responsible manner.		
5.2.15	Perform other duties as assigned by MTS or Contractor.		
<b>5.3</b>	<b>High Incident Area Patrol /Bus Riding Area</b>		
5.3.1	MCTS operates through all areas of Milwaukee County and some outlying suburbs, but areas of high incidents are also areas of high ridership and/or high crime. Officers are expected to concentrate their patrolling and bus riding efforts in these areas.		
5.3.2	These area boundaries are roughly 76th street to the west, Oklahoma Avenue to the south, Silver Spring Drive to the north and Prospect/UWM or KK/1st Street to the east.		
5.3.3	There are areas outside of these boundaries where incidents may occur, but most of the time shall be spent within this area.		
<b>5.4</b>	<b>Post Assignments</b>		
<b>5.4.A</b>	<b>Vehicle Patrol</b>		
5.4.A.1	Security officers assigned to vehicle patrol are responsible for responding to transit related incidents and passenger wellness checks on buses, at bus stops and shelters, park and ride lots or on MCTS grounds. They are also responsible for conducting follow up investigations, performing building checks of MCTS facilities, monitoring buses at key intersections and relief points, monitoring MCTS park and ride lots, conducting "Ride-Alongs", and monitoring key schools at dismissal time.		
5.4.A.2	All Transit Security Officers are required to respond to incidents called in by bus operators. Many times, the incident involves a moving bus, but sometimes a stationary bus. It is the transit security officers responsibility to learn how to effectively locate and respond to a moving bus. Time points can be requested from Transit dispatch to effectively respond to calls.		
5.4.A.3	It is also expected that Vehicle Patrol teams keep thorough and accurate daily logs and complete all applicable reports on activities throughout their shift.		
5.4.A.4	Vehicle Patrol squads usually consist of 2 officers or a solo supervisor. All officers must be able to demonstrate the following prior to being deployed:		
5.4.A.5	Knowledge and understanding of the MCTS bus routes and fare structure		
5.4.A.6	Knowledge of the MCTS Service area including street names and locations		
5.4.A.7	Effective radio communication skills		

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5.4.A.8	Successful passage of a Security Officer Training Assessment (S.O.T.A.) and driving assessment		
5.4.A.9	Proficient report writing skills		
5.4.A.10	Thorough understanding of the "Use of Force" policy		
5.4.A.11	Successful completion of DAAT training		
5.4.A.12	Have a valid State of Wisconsin Security License		
<b>5.4.B</b>	<b>Patrol Tours</b>		
5.4.B.1	In addition to bus routes and bus shelters, MCTS has multiple properties and service locations that need to be monitored daily. Each squad is required to conduct a minimum of one (1) check per shift of the Administration and Fleet Maintenance buildings and parking lots along with a minimum of one (1) check per shift of the Station (Fond du Lac or Kinnickinnic), garage, and parking lot within in your assigned area. Fiebrantz shall be checked at least three times daily in total.		
5.4.B.2	The primary purpose of patrol is to observe conditions on or around MCTS property. If issues or concerns are identified, then dispatch must be notified immediately. Officers shall also communicate with building supervisors and clerks to inquire on issues.		
5.4.B.3	Park and ride lots shall be patrolled only when there are no other calls for service, after all buildings have been patrolled, and only during MCTS service hours. The state of Wisconsin and Milwaukee County own and operate all Park and Ride lots that MCTS services.		
5.4.B.4	Officers shall look for vehicles broken into and persons driving through lot looking at cars – tow trucks or persons under cars (converter thefts)		
<b>5.4.C</b>	<b>Ride Alongs</b>		
5.4.C.1	The primary goal of conducting "Ride Alongs" is to contact numerous operators and address any security issues or concerns that they may be having and to help build rapport between the security officers and operators.		
5.4.C.2	A Patrol team will stop at a bus stop and one of the officers will ride the bus while the other officer follows along in the vehicle.		
5.4.C.3	"Ride Alongs" shall be conducted on routes within the vehicle patrol's assigned area while concentrating on the high ridership routes and routes with a higher than average number of security incidents.		
5.4.C.4	Patrol teams shall conduct a minimum of 8 "Ride Alongs" per shift within their assigned patrol area. "Ride Alongs" shall be approximately 10 minutes in duration unless a longer ride time is requested by the operator or a security incident is observed.		
5.4.C.5	While aboard the bus, "Ride Along" officers shall follow the same protocol and procedures as Bus Riding teams would.		
<b>5.4.D</b>	<b>Bus Riding</b>		
5.4.D.1	Bus riding shall be within the High Incident Area Patrol /Bus Riding Area while concentrating on high ridership routes. Routes to concentrate on will be assigned by the account manager based on MCTS bus operator calls to dispatch.		

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5.4.D.2	Unless an operator requests it, TSO's shall not ride through the operator's layover. They shall exit the bus before the end of the line and board another bus going in the opposite direction.		
5.4.D.3	Officers shall never board a bus when the operator is not present and in the driver's seat and ready to receive passengers. If an operator is away from the bus, the TSOs shall not board the bus unless a security incident is observed.		
5.4.D.4	Only one team of officers shall be on one bus at a time.		
5.4.D.5	Unless requested by the operator, using a bus to get to another location, or there are special circumstances, officers shall not ride a bus that has no passengers on it. Once all passengers alight, the officers shall alight as well.		
5.4.D.6	Security officers assigned to Bus Riding will greet all MCTS patrons, create a safe and welcoming presence on the bus, and handle all security issues aboard the bus.		
5.4.D.7	Security officers assigned to bus riding will enforce all MCTS ordinances and attempt to accommodate operator requests for assistance. This includes but is not limited to fare evasion, eating, smoking, alcohol and drug use, loud music or conversations, the use of profanity and other disorderly or threatening behavior.		
5.4.D.8	If a security incident occurs on the bus, the security officers shall mitigate the problem and request a security incident report case number from MCTS dispatch, reporting the incident.		
5.4.D.9	Personal cell phone use, texting, or listening to music or other recordings through earphones is prohibited while Bus Riding.		
5.4.D.10	Officers are required to ride the bus standing up. When riding buses with a partner, one TSO will stand near the front of the bus (behind the yellow line) greeting passengers as they board, and one will stand in back near the rear door. Officers are only permitted to sit down when there are 3 or fewer passengers and not an ongoing security incident.		
5.4.D.11	Smoking is prohibited in the bus shelters, on UWM campus, within 30' of a County Building or anywhere in the presence of the public while on duty/in uniform.		
<b>5.4.E</b>	<b>Summerfest</b>		
5.4.E.1	TSO Staffing for fixed route service will be reduced up to one week prior to Summerfest.		
5.4.E.2	If the hours or dates of Summerfest change from its normal time (Last Wednesday in June for 12 consecutive days, skipping the first Monday), MTS will work with the Contractor to determine staffing needs.		
5.4.E.3	Contractor shall provide up to 30 supplemental officers (SSO) per day (in addition to TSOs) to work the 11 days of Summerfest.		
5.4.E.4	Officers shall be hired by the contractor at least 4 weeks prior to the start of Summerfest.		
5.4.E.5	SSOs assigned to work Summerfest shall have experience in event security and understand crowd control basics.		

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5.4.E.6	SSOs must be able to work from 8:00 p.m. to 2:00 a.m. during the 11 days of the Summerfest festival. Some SSOs may be requested to work 8 to 10-hour shifts starting at 11:30 a.m.		
5.4.E.7	All Officers assigned to Summerfest will be standing and walking during the entire time of the shift and will have limited breaks.		
5.4.E.8	The main duty of the SSO is to interact with bus passengers arriving and departing from the festival, ensuring that they do not walk into the lanes of bus traffic.		
5.4.E.9	Officers must be able to give verbal commands to get the attention of persons who may be under the influence of alcohol.		
5.4.E.10	Officers must be able to restrict access to areas and re-direct people to the correct areas of bus boarding.		
5.4.E.11	Verification of staffing with names of all employees must be given to MTS Contract administrator 14 days before the start of Summerfest.		
<b>SECTION 6 – Operating Hours &amp; Staffing</b>			
6.0.1	Transit Security personnel are expected to provide service 24 hours per day, seven (7) days per week and 365 days per year. We currently allocate 1360 weekly billable hours. MTS expects for the contractor to have five (5), two-person vehicle patrol squads (one squad may be a solo shift supervisor) deployed Monday through Friday between 1200hrs-2400hrs. The daily deployment will be established by MTS and the Contractor and Liquidated Damages will be assessed based on these daily hours.		
6.0.2	Weekly billable hours may change based on budget or MCTS service. Any long-term changes to weekly billable hours will be put in writing to the Contractor at least 30 days in advance of the change requested.		
6.0.3	Security personnel assigned to MTS shall be exclusively used at MTS unless mutually consented by Contractor and MTS. At no time shall an officer be used to cover another account of the Contractor, leaving an open post at MTS. Only qualified and properly trained security personnel will be permitted to work at MTS.		
<b>6.1</b>	<b>Holidays</b>		
6.1.1	MTS will recognize the holidays set forth by the proposer's contract with the SEIU:		
6.1.1.1	New Year's Day		
6.1.1.2	Memorial Day		
6.1.1.3	Dr. Martin Luther King Jr.'s Birthday		
6.1.1.4	Fourth of July		
6.1.1.5	Labor Day		
6.1.1.6	Thanksgiving Day		
6.1.1.7	Christmas Day		
6.1.2	MTS will not recognize any additional holidays for the term of this contract regardless of SEIU agreement changes.		

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6.1.3	MTS shall pay the overtime billing rate of 140% for any TSOs who work on the above holidays regardless of overtime status. Management and administrative staff shall not work when MTS offices are closed. Any holiday staffing for Management and administrative staff must be approved in advance by the MTS Contract Administrator.		
6.1.4	Contractor Staffing may be reduced during major holidays such as New Year's, Memorial, Labor, Thanksgiving and Christmas Days while increased staffing is usually needed for New Year's Eve and St. Patrick's Day.		
<b>6.2</b>	<b>Changes in Service/Staffing</b>		
6.2.1	Contractor shall notify the Contract Administrator via e-mail any time there is a turnover in staff within 24 hours of the hire or separation.		
6.2.2	For new hires, the Contract Administrator must be notified via e-mail the name and contractual qualifications of the person being hired.		
6.2.3	For separations, the Contractor shall retrieve all MTS property from separated TSOs, especially the employee's identification badge which also acts as the TSO's bus pass. The Contract Administrator must be notified via e-mail the name and reason for separation.		
6.2.4	MTS Contract Administrator, upon notification to MTS Contract Officer or her designee, may at any time, by written instruction to the Contractor, make changes to existing service, including but not limited to scheduling changes, modifications in special equipment requirements, increases or decreases in the amount or type of service and/or changes in post assignments. MTS will attempt to give the Contractor 36 hours advance notice of such changes. Reduced staffing (suspended bus riding duties) will typically be allowed in times of single digit temperatures and below zero wind chills as well as holidays as mentioned above.		
6.2.5	MTS reserves the right, at the discretion of MTS Contract Administrator, to request the transfer or removal of Contractor security personnel.		
6.2.6	Contractor security personnel may be diverted by the MTS Contract Administrator, or his designee, from their normal assignment duties, to respond to emergencies or assigned to special duties. When the personnel diverted are no longer needed for the special work assignment, they shall return to their normal duties. No additional costs shall be incurred by MTS for the diversions and the Contractor shall not be penalized for the normal daily work not completed due to the emergency. The Contractor may bill MTS at the overtime rate if any such increases in service requested by MTS result in paying the Contract employee at the overtime rate.		
<b>6.3</b>	<b>Summerfest</b>		
6.3.1	MTS will give in writing, the personnel requirements for each day and tentative schedules at least one month prior to the start of Summerfest.		

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6.3.2	If the hours or dates of Summerfest change from its normal time (Last Wednesday in June for 12 consecutive days, skipping the first Monday), MTS will work with the Contractor to determine staffing needs.		
6.3.3	The Contractor must be able to provide up to thirty (30), qualified, supplemental staff for each day of Summerfest. This staff will usually be assigned for all eleven (11) days of the festival from 8:30 p.m. to 2:00 a.m. or some may work up to 12-hour shifts starting at 11:30 a.m. MTS may also request supplemental staff for other special events given an appropriate notice by MTS.		
6.3.4	MTS will only pay an overtime billing rate for Supplemental officers if they work over forty (40) hours during the assignment to Summerfest.		
6.3.5	The Contractor shall not use staffing agencies or temporary service workers to fulfill this staffing requirement.		
6.3.6	Officers shall be hired by the contractor at least 4 weeks prior to the start of Summerfest.		
<b>6.4</b>	<b>Service Hour Limitations</b>		
6.4.1	No employee of the Contractor shall provide more than sixteen (16) consecutive hours of service, including all break periods, in any twenty-four (24) hour period. This limitation may be waived by the MTS Contract Administrator in emergencies which are beyond the control of the Contractor, i.e., weather conditions preventing the next shift from getting to its assigned post.		
6.4.2	A waiver must be obtained in writing for each occurrence via e-mail to the MTS Contract Administrator or her designee.		
<b>SECTION 7 – Personnel Requirements</b>			
<b>7.1</b>	<b>Qualifications for all Contractor Personnel</b>		
<b>7.1.1</b>	<b>All Personnel assigned to MTS must meet the following qualifications:</b>		
7.1.1.1	Be a high school graduate or holder of a GED, and;		
7.1.1.2	Be a United States citizen, and;		
7.1.1.3	Be over the age of 18, and;		
7.1.1.4	Read, write, and speak fluent English – bilingual employees are preferred		
<b>7.1.2</b>	<b>All personnel assigned to MTS must meet ONE or MORE of the following criteria:</b>		
7.1.2.1	Minimum of two-year degree in Criminal Justice or related field or,		
7.1.2.2	60 or more credit hours of course work toward a 4-year degree from an accredited educational institution or,		
7.1.2.3	Graduate of a certified law enforcement training program, either civilian or military, or an equivalent; or graduate of a program superior thereto as demonstrated by the applicant and approved by the MTS Contract Administrator or,		
7.1.2.4	Verified evidence of serving or having served in a US military force, or approved equivalent with favorable standing or discharge or,		
7.1.2.5	Satisfactory service with two (2) recent and consecutive years' experience as a certified police officer in a military, federal, state, or local capacity, or as a correctional officer or security supervisor or,		
7.1.2.6	Five (5) or more recent, consecutive years as a security professional dealing directly with the public		

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7.1.3	3. An applicant shall not be employed at MTS if their background check reveals any of the following:		
7.1.3.1	Any past felony conviction		
7.1.3.2	Any evidence of extensive prior drug abuse (possession) and or illegal drug activity		
7.1.3.3	Misdemeanor convictions regarding sex offenses, drugs, domestic violence, theft, burglary, disorderly conduct or firearms violations		
7.1.3.4	Dishonorable or undesirable discharge from the armed forces		
7.1.3.5	Driving record with a recent history of extensive moving violations		
7.1.4	Before assignment to the site, all prospective employees must be interviewed by the Contractor's Manager assigned to MTS.		
7.1.5	Contractor shall always have enough qualified and trained staff to provide the required and agreed-upon service for this contract. The Contractor is expected to have an ongoing recruitment process to handle turnover without interruption. Contractor personnel shall not be employees of, or have any other contractual relationship with MTS.		
<b>7.2</b>	<b>Skills and Abilities for all Contractor Personnel</b>		
7.2.1	All Contractor personnel assigned to MTS must meet the following requirements regarding personal behavior and ability:		
7.2.1.1	Ability to meet and deal tactfully and respectfully with MCTS passengers, MTS employees, and persons who may suffer from behavioral health or substance abuse issues who cause a disturbance on buses or on MCTS property.		
7.2.1.2	Ability to understand, explain, interpret, and apply rules, regulations, directives, and procedures from multiple sources through various media.		
7.2.1.3	Must have composure, self-confidence, and an ability to make sound decisions and react quickly under stressful conditions.		
7.2.1.4	Ability to conduct thorough, legal and unbiased investigations and subsequently write grammatically correct, clear and concise reports.		
7.2.1.5	Ability to act with the utmost integrity, honesty and ethics in all situations.		
7.2.1.6	Ability to accept and respond to instruction and direction.		
<b>7.3</b>	<b>Licenses and Certification for all Contractor Personnel</b>		
	All Contractor personnel assigned to MTS must possess and keep current all cards, certificates and licenses as follows:		
7.3.1	State of Wisconsin Security Officer registration license		
7.3.2	State of Wisconsin Driver's License and insured to operate Contractor vehicles		
7.3.3	First Aid and CPR		
7.3.4	All training, except for follow-up orientation and subsequent training of replacement security personnel, shall be completed prior to the effective date of the contract.		
7.3.5	A written certification of each employee's pre-site and site-specific training shall keep all verification of training and certifications for each active TSO on-site for periodic and unannounced audits by MTS.		
<b>SECTION 8 – Training</b>			
<b>8.1</b>	<b>General</b>		

Section	Description	Response (F-CM-N)	Alternate Language
8.1.1	The Contractor's training program shall include a consistent curriculum for pre-site training, site-specific training, recurring training, testing and specialized training.		
8.1.2	Any subsequent modifications to curriculum shall be approved in advance by MTS.		
8.1.3	All TSO training shall be documented in the TSO's individual training file with the date the employee was trained, their signature, proof of competency and training syllabus or summary.		
<b>8.2</b>	<b>Industry Specific Training</b>		
8.2.1	All personnel assigned to MTS must receive State of Wisconsin Certified Defense and Arrest Tactics (DAAT) training before being assigned to a patrol post. Training shall include Verbal De-escalation, Incident Response, Disturbance Resolution, Approach Considerations, Intervention Options, Follow-Through Considerations as well as use of handcuffs and pepper gel. No substitutions shall be accepted for DAAT. Supplemental Security Officers assigned to special events do not need this qualification. Contractors will be responsible for all costs to complete DAAT training.		
8.2.2	Other basic and industry-specific training shall include:		
8.2.2.1	Physical security standards		
8.2.2.2	Defensive driving		
8.2.2.3	Conflict communication skills		
8.2.2.4	Customer relations		
8.2.2.5	Fire hazards extinguisher use		
8.2.2.6	Patrol & observation techniques		
8.2.2.7	Legal authority of Private security		
8.2.2.8	Use of force		
8.2.2.9	Crowd security		
8.2.2.10	Terrorist planning activities		
8.2.2.11	Suspicious packages		
8.2.2.12	Controlled substances/reasonable suspicion		
8.2.2.13	Field note taking & Report writing		
<b>8.3</b>	<b>Site-Specific Training</b>		
	MTS requires that officers show competencies for Site-Specific Training in the following areas:		
<b>8.3.A</b>	<b>Knowledge of the City of Milwaukee and MCTS Service area</b>		
8.3.A.1	Officers shall be able to respond to any area within MCTS core service area in an efficient and safe manner.		
8.3.A.2	Officers shall be able to know the direction he or she is traveling and the main arterial streets through the city and how they connect with core MCTS service.		
8.3.A.3	Officers shall know major destinations and their corresponding routes		
<b>8.3.B</b>	<b>Knowledge of MCTS Routes and Service</b>		
8.3.B.1	Officers shall demonstrate knowledge of the main streets each of the 50+ regular MCTS routes travel on, the directions they travel and their layover locations.		
8.3.B.2	Officers shall demonstrate the ability to respond to a bus in a timely manner given the route, run, direction of travel and 2 time points.		
<b>8.3.C</b>	<b>Knowledge of MCTS Fares and Passenger guidelines</b>		

Section	Description	Response (F-CM-N)	Alternate Language
8.3.C.1	Officers shall know all MCTS fares and fare media, how they work with the farebox and the corresponding identification required for each.		
8.3.C.2	Officer shall know local and state ordinances and laws that pertain to the behavior on the bus.		
8.3.C.3	Officers shall be able to communicate and correct passengers' behavior based on MCTS policy and applicable rules.		
<b>8.3.D</b>	<b>Proficient Two-Way Radio Use</b>		
8.3.D.1	Officers shall know the FCC guidelines governing radio use and show full understanding of use of handheld radio.		
8.3.D.2	Officers shall be able to understand direction from dispatch and respond immediately with their current location.		
8.3.D.3	Officers shall always listen to the radio even whether they are involved with an incident or not.		
8.3.D.4	Officers must demonstrate consistent and concise response to dispatch with all pertinent information to include location, time of arrival, requests for law enforcement or medical as well as giving the dispatcher the disposition and when off the scene.		
<b>8.3.E</b>	<b>Incident Response and Resolution</b>		
8.3.E.1	Officers shall be able to handle all types of incidents they encounter and be able to prioritize their response.		
8.3.E.2	Officer shall know their limitations to act based on policies and procedures as well as Wisconsin State law. Officers shall be able to take decisive action appropriate to the situation and be able work with responding officers as a team.		
8.3.E.3	Officers shall know when to call for Law Enforcement and how to properly make the request through the MCTS Dispatcher.		
8.3.E.4	Officers shall be able to work closely with MCTS Route Supervisors to properly handle incidents and communicating with them for a coordinated response.		
<b>8.3.F</b>	<b>Report Writing</b>		
8.3.F.1	All Officers must be able to write a well-constructed, accurate and descriptive report on all incidents in a timely manner.		
8.3.F.2	Officers shall use the proper verbiage and grammar when articulating the facts of an incident so that it is clear and understandable to the reader.		
8.3.F.3	Officers shall know and accurately complete all required forms for tracking their activity to include bus ride logs, patrol tours, intersection and park and ride checks and be able to report on any irregularities or security concerns found.		
<b>8.3.G</b>	<b>Professionalism, Customer Service and Integrity</b>		
8.3.G.1	Transit Security Officers must do the right thing, at the right time, at all times.		
8.3.G.2	Officers shall be honest and forthright in all actions and communications.		
8.3.G.3	Officers must show the ability to deal tactfully and respectfully with MCTS passengers and persons who may have a physical or behavioral disability or who have substance abuse issues.		
8.3.G.4	Officers must exercise good judgement while acting as a representative of MCTS Transit Security.		

Section	Description	Response (F-CM-N)	Alternate Language
8.3.G.5	While in uniform and in public, officers must not use profanity, make false statements or engage in gossip and shall be good ambassadors of MCTS service to all they encounter.		
8.3.G.6	Contract security staff must understand not to discuss security operations, transit security incidents or other internal operational issues with MCTS employees, transit union officials or passengers.		
8.3.G.7	The Contractor shall provide written verification of successfully completed pre-site training to MTS before site-specific training begins for any employee.		
8.3.G.8	The Contractor shall provide site specific training of up to forty (40) hours to orient the employee in all duties, forms, expectations, policies and procedures performed while providing security for MTS. Knowledge on MCTS routes and operations, service maps and transit terminology must be a key component of site specific training.		
8.3.G.9	The trainee is not to be in an active-duty status and may not be placed on duty or respond to calls for service until said training has been completed. All security personnel must successfully complete and show competency in the course content prior to assumption of their duties under the contract. MTS will provide tests that will show competency.		
8.3.G.10	The trainer will respond to calls for service as needed while conducting site-specific training at no addition to the billable base hours.		
8.3.G.11	MTS will assist with and provide trainers for site-specific training during the contract transition period in a train-the-trainer capacity.		
<b>8.4</b>	<b>Refresher Training</b>		
8.4.1	Refresher training shall be conducted by the security provider at least monthly to address specific, pertinent security issues. Length of training will be at the discretion of the Contractor, but training materials used, competency and proof of training must be documented.		
8.4.2	Topics can include but are not limited to, cold weather issues, scenario training in customer service, terrorism planning activity, Incident Command System and other FEMA National Incident Management System courses, etc.		
8.4.3	All refresher training topics must be pre-approved by the MTS Contract Administrator and there is no minimum length of required training, but it must be performed within the normal billing hours. Any overtime incurred for quarterly training must be approved at least 10 business days in advance by the MTS Contract Administrator.		
8.4.4	Employee Training Files		
8.4.5	The successful Contractor will be required to maintain, on an ongoing basis, throughout the term of an employee's tenure, a complete training file for each contract employee to be assigned to work under the contract.		
8.4.6	This file shall be in the Contractor-occupied MTS offices and kept separate from any personnel actions for the Contractor's employees.		
8.4.7	These files shall be available for inspection at any time by MTS.		
<b>SECTION 9 – Liquidated Damages</b>			

Section	Description	Response (F-CM-N)	Alternate Language
9.1	Liquidated Damages will be billed monthly by MTS		
9.2	For every unfilled shift, Contractor will be responsible for liquidated damages equal to one times (1X) the billing rate times the number of hours that was not filled completely.		
9.3	Definition of unfilled shift: if a single post (Officer) is vacant for more than 4 hours		
9.4	Time officers spend writing reports and extending shift hours to respond to incidents will not count towards the fulfillment of unfilled contractual shift hours.		
9.5	Unfilled shifts shall be marked in red on the daily deployment schedule and shall be included with the weekly payroll sheets.		
9.6	Multiple occasions of unfilled shift hours within a quarter or weekly unfilled shift hours exceeding one hundred (100) hours could result in contract termination		
9.7	Staffing levels for each shift will be established the start of the contract and revisited before each MTS fiscal year in August. The MTS fiscal year is January to December.		
<b>SECTION 10 – Reporting Requirements</b>			
<b>10.1</b>	<b>Daily Reporting</b>		
10.1.0	The Contractor shall provide a summary of the previous day's activity by noon each day.		
	<b>The Contractor shall ensure the following statistics are recorded daily:</b>		
<b>10.1.1</b>	<b>Bus Ride Teams – Length and route including where the officers boarded and alighted</b>		
10.1.1.1	Bus Logs must be submitted to the shift supervisor by the end of the shift.		
10.1.1.2	Bus Logs must legible and accurate. Officers will be subject to discipline for any falsification of a bus riding log.		
10.1.1.3	Officers will log all time of the shift to include breaks and relief and intersections checks.		
10.1.1.4	Shelter checks shall be noted on the bus log.		
10.1.1.5	Officers must take a case number and write a report for all incidents resolved both on and off the bus.		
10.1.1.6	Bus logs will be randomly verified by MCTS by video on a weekly basis.		
<b>10.1.2</b>	<b>Number of buses monitored at major intersections</b>		
10.1.3	Ride-Alongs – number of Ride-Alongs conducted and on which routes.		
10.1.4	Patrols of MCTS Stations and Garages, Administration and Fleet Maintenance buildings, Operator terminals, and Park-n-Ride lots.		
10.1.5	Any other statistics the Contractor deemed appropriate to capture activity of Contractor personnel as approved by the MTS Contract Administrator		
10.1.6	The Contractor shall ensure that all incidents responded to by officers is recorded on a Security Incident Report (SIR). All SIRs shall be completed by the end of the officer's shift so that the daily summary may be electronically mailed to MTS management before noon the following day.		
10.1.6.1	The Contractor shall ensure that all SIRs responded to by Vehicle Patrol squads can be completed remotely and not require the officers to return to base to complete.		

Section	Description	Response (F-CM-N)	Alternate Language
10.1.6.2	Contractor must provide to MTS a daily summary of all incidents responded to in a format easily imported into MTS systems. The file shall be in comma or tab separated values or XML.		
10.1.6.3	At a minimum, there shall be independent and sortable fields containing the following values:		
10.1.6.A	Date		
10.1.6.B	Time (Required: time of call, time dispatched, time arrived, time closed, response time [=time arrived-time dispatched] and time spent [=time arrived + time closed])		
10.1.6.C	Incident type (text – values will be provided)		
10.1.6.D	Operator Badge (4-digit numeric)		
10.1.6.E	Route (1-3 digit Alpha and Numeric)		
10.1.6.F	Route Block (3-digit numeric)		
10.1.6.G	Bus Number (4-digit numeric)		
10.1.6.H	Direction		
10.1.6.I	Location (either cross streets or address)		
10.1.6.J	Incident Details		
10.1.6.K	Disposition		
10.1.6.L	Other optional fields may include responding police agencies or medical units, subject and victim information and vehicle details.		
<b>10.2</b>	<b>Monthly Reporting</b>		
10.2.1	The contractor shall provide a monthly summary of activity to MTS management no later than the 15th of the following month. The report shall include total numbers of activity, graphical representations as well as comparisons to the previous month and/or the same month the previous year. The Monthly activity reports shall include, but is not limited to the following:		
10.2.2	Current staffing with any additions or separations for the month.		
10.2.3	Total number of incidents by type, time of day, day of the week, police jurisdiction, and route.		
10.2.4	Number and nature of directed patrols or special investigations.		
10.2.5	Number and nature of incidents that resulted in police interaction and any resulting police action.		
10.2.6	Number and nature of incidents pertaining to schools and any follow-up action taken by the Contractor.		
10.2.7	Listing and summary of major incidents and uses of force for the month.		
10.2.8	Security officer response time during specific time periods.		
10.2.9	Time spent riding buses and routes ridden.		
10.2.10	Number of Ride-Alongs conducted and on which routes		
10.2.11	Special training conducted.		
10.2.12	Any other notable security issues, commendations or resolved investigations.		
<b>10.3</b>	<b>Continuous Reporting</b>		
10.3.1	Any time there is an open post, the Account Manager shall notify the MTS Contract Administrator of the hours and reason for the open post and any plan(s) to prevent re-occurrence by noon the following day. This post shall be indicated on the Daily Deployment Schedule (marked in red) and submitted with the invoice package.		

Section	Description	Response (F-CM-N)	Alternate Language
10.3.2	Any time there is a Use of Force, the Account Manager shall notify the MTS Contract Administrator within 8 hours of the use of force with details and preliminary findings. All investigations and follow up actions must be provided to the MTS Contract Administrator in writing within 1 business day.		
10.3.3	The Contractor shall provide employee turnover information on a quarterly basis regardless of staffing changes. These figures shall be due no later than five (5) working days into a new quarter.		
<b>SECTION 11 – Contractor-Furnished Uniforms and Equipment</b>			
11.1	General		
11.1.1	The Contractor shall provide all working materials necessary for the proper performance of this contract including, but not limited to, items such as laptops, hand-held mobile devices, RFID tags, scanners, internet-capable tablets bound field notebooks, police-type clipboards, staples, binders, pens, or pencils, etc. These materials shall be supplied by the Contractor at no expense to MTS, unless otherwise specified by this contract or the MTS Contract Administrator.		
11.1.2	The Contractor shall provide all necessary technology and supporting supplies necessary to facilitate the use of that technology. If the Contractor needs to access the on-site computer network, the Contractor must provide a separate internet connection. In order for the Contractor to be able to access our network remotely (i.e. from Mobile Vehicle Patrol squads), a laptop with a current version of Windows, VPN software loaded, a cellular MODEM with supporting SIM card, and a cellular internet connection must be provided. The MODEM can be internal or external.		
11.1.3	All fees associate with including internet access and mobile devices must be borne by the Contractor. MTS will cover the use of electricity for all contractor provided devices.		
11.2	Uniforms		
11.2.1	The Contractor must ensure that all on-duty security personnel are fully equipped and wearing clean and well-fitting MTS approved uniforms.		
11.2.2	It is preferred that the personnel assigned to MTS wear a uniform different or modified from that of non-MTS assigned Contractor personnel. This will allow MTS bus operators and the riding public to differentiate Transit Security from that of Contractor personnel assigned to other contracts who use MCTS for transportation. The MTS Transit Security uniform shall be approved in advance by the MTS Contract Administrator.		
11.2.3	All items of the uniforms must be clean, properly fitted, pressed and neat in order to present the best possible appearance. Undergarments must not be visible through uniforms. Assigned personnel shall not “accessorize” or modify their uniforms.		
11.2.4	Contractor uniforms will consist of the following items unless otherwise required under the terms of the contract:		
11.2.5	Long trousers, all-season weight (mid length shorts are optional)		
11.2.6	Shirt/Blouse, short and/or long sleeve		
11.2.7	Duty belt		

Section	Description	Response (F-CM-N)	Alternate Language
11.2.8	Shoes – solid black (no white soles or logos) – Non-slip sole should be considered.		
11.2.9	Plain knit winter hat – Company logo only will be acceptable.		
11.2.10	Company logo baseball caps		
11.2.11	Spring/Fall weight jacket		
11.2.12	Mid length, warm winter coat		
11.2.13	All foul weather clothing must be identical in style and color for each security officer and marked with the Contractor's identification, logo or name, or an insignia.		
11.2.14	Patches lettered to indicate the identity of the Contractor may be worn on the shoulder of the uniform jacket, shirt. Lettering or insignia not belonging to the Contractor shall not be worn by any Contractor Security employee at MTS. Use of MCTS Logo by Contractor is prohibited. All outer clothing must clearly identify the officer as "Transit Security". No other terminology may be used.		
11.2.15	The Contractor and Contract Administrator may agree to any modifications to the uniform provided it is at no cost to MTS.		
11.3	<b>Personal Equipment</b>		
11.3.1	Unless otherwise specifically excepted, the Contractor shall provide, and all security officers shall always carry while on duty, the following equipment:		
11.3.2	Handcuffs – Peerless, Smith & Wesson or approved equal.		
11.3.3	Two-way hand-held radios (this item provided by MTS as specified in Section (12) of this Specification.		
11.3.4	OC Spray – stream or gel type – no larger than 1.5 oz.		
11.3.5	Equipment Belt – Black leather, 2 ¼" police style, with carriers for equipment.		
11.3.6	Flashlight – one (1) for each security officer assigned during hours of darkness.		
11.3.7	Optional: Type IIA personal body armor.		
11.3.8	Latex or non-latex gloves		
11.4	<b>Authorized Use</b>		
11.4.1	The uniform and equipment shall be used only when security personnel are on official duty or while in transit between their place of residency and MTS property. Officers who are not on duty (on their personal time) must conceal their uniform if in public. Also, security personnel shall not be permitted to carry on their person any unauthorized equipment such as electric weapons, concealed weapons, personal radios, or other items not specifically approved by contract or the MTS Contract Administrator. Carrying such items may be cause for immediate removal from the contract.		
11.5	<b>Maintenance of Uniforms</b>		

Section	Description	Response (F-CM-N)	Alternate Language
11.5.1	The Contractor is responsible for assuring that security personnel maintain a neat appearance in accordance with contract standards, up to and including responsibility for maintenance and replacement of uniforms, as necessary. It is expected that all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in a safe operating condition at all times, free from defects or wear which may in any manner constitute a hazard to any person or persons on MTS property.		
11.6	<b>Replacement of Equipment</b>		
11.6.1	The Contractor assumes full responsibility for all equipment issued by MTS to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse MTS, at current market rates, for all MTS equipment that is lost, damaged, stolen, or otherwise unavailable for use. Upon termination of the contract, all equipment shall be returned to MTS in good operating condition, less reasonable wear and tear.		
11.7	<b>Cell Phone Use</b>		
11.7.1	MTS understands that certain cell phone and electronic device use by the Contract employees is needed in the course of providing service. Contractor personnel assigned to MTS will be subject to MTS' policy for use of cell phones and electronic devices in vehicles. Use of any personal electronic devices by the driver of a vehicle must be conducted out of traffic while the vehicle is in park. Any employee of the Contractor found to be talking on a cell phone or using an electronic device while driving a vehicle in motion and performing duties for MTS will be subject to immediate removal from the contract.		
11.7.2	Personal mobile phone use, texting, internet browsing or listening to music by officers assigned to bus riding is prohibited except in cases of emergency where the shift supervisor has been notified. Officers may check for messages during breaks and out of public view.		
11.8	<b>Patrol Vehicles</b>		
11.8.1	Separate from security services, the Contractor shall provide five (5) patrol vehicles for the current staffing plan, for exclusive use of Contractor staff assigned to MTS. The contractor shall provide a fixed bill rate for all vehicles, provided on a monthly invoice separate from security services. – see the price sheet for vehicles.		
11.8.2	Vehicles shall be new and of mid-sized utility-type vehicle, to provide a professional image and ensure a safe and effective means to conduct routine patrols and respond to requests for service. At a minimum, contractor shall equip each vehicle with a roof-top amber light bar, decals or markings identifying it as "Transit Security". It shall also have a first aid kit, fire extinguisher and traffic warning triangles. The MTS Contract Administrator shall have final approval of proposed vehicle type, color and size as well as all vehicle markings.		

Section	Description	Response (F-CM-N)	Alternate Language
11.8.3	Contractors may consider the 2014 annual total of 30,000 miles per vehicle and X number of accidents over 5 years as a basis for determining vehicle usage and wear and tear. Contractor shall bear all costs of insurance, off-site fueling, maintenance, fluid levels and interior and exterior cleanliness of the vehicles. All Contractor costs of providing the vehicles shall be contained within the monthly bill rate for each vehicle.		
11.8.4	MTS will be responsible for the installation of the Fixed Radio/Automated Vehicle Location (AVL) Equipment into the Contractor's vehicle. A flat rate of \$900 will be charged for this installation and the Contractor shall sign a hold harmless agreement for this work.		
11.8.5	Should the vehicles need to be replaced due to wear and tear, theft or damage, the Contractor shall bear the sole cost of replacement of the vehicle.		
11.8.6	For the first 5 vehicl replacements, MTS will not charge for the removal and replacement of AVL Equipment. Any AVL Equipment removal and re-installation after the 6th time during the contract, the Contractor will be billed.		
11.8.7	Should one or more of the vehicles become disabled due to mechanical problems or damage, the Contractor shall get the vehicle fixed or replaced within three (3) days. The Contractor shall agree that MTS will not be charged for any days the vehicle is not available beyond the three (3) allotted services days. \$50 per day without vehicle?		
11.8.8	At the end of the contract term or when the vehicle is no longer used at MTS, MTS personnel will remove the equipment and inspect it to ensure that all components of the Fixed Radio/AVL equipment are in good condition minus normal wear and tear.		
11.8.9	The Contractor shall be responsible for the replacement value of the Fixed Radio/AVL equipment in its possession that is damaged due to theft, accident, misuse or vandalism on the part of the Contractor's employees.		
11.8.10	If MTS is not able to install the Fixed Radio/AVL equipment in a timely manner, it may be necessary for the Contractor to operate without this equipment for a limited time until such time when equipment can be installed.		
11.8.11	At the conclusion of the contract, the Contractor shall make the vehicles available to MTS for up to fifteen (15) calendar days so the Fixed Radio/AVL equipment can be removed. MTS will pay for the cost to remove the Fixed Radio/AVL equipment from the Contractor's vehicles.		
11.8.12	Contractors shall ensure that vehicles can withstand normal operations and battery draw from Fixed Radio/AVL equipment and the required amber light bar. The battery draw from this equipment is 15 Amps. For the vehicle to remain logged on when the ignition is off, MTS will install a timer to shut off the equipment after a pre-determined time. It is currently set at twenty (20) minutes.		

Section	Description	Response (F-CM-N)	Alternate Language
11.8.13	Upon termination of the contract, all vehicular equipment (excluding Fixed Radio/AVL) will remain the property of the contractor.		
11.8.14	All security Officers assigned to a vehicle must be properly logged onto the Fixed Radio/AVL system before leaving the Fleet Maintenance building to start the shift.		
11.8.15	All vehicles used by the Contractor must have a functioning Fixed Radio/AVL system unless otherwise authorized by MTS due to vehicle maintenance issues.		
<b>SECTION 12 – MTS Furnished Materials</b>			
12.1	<b>Furniture and wiring</b>		
12.1.1	Office space provided to the Contractor contains necessary office furniture for the operations of this contract to include desks, chairs and tables. The Contractor will be responsible for any additional required furniture for Contractor Personnel that is not currently available.		
12.1.2	MTS will provide the infrastructure to provide a data line, but the Contractor will be responsible for all internet connections and associated costs.		
12.1.3	MTS will supply 1 MTS internal phone, phone lines and pay for all local calls. The contractor will bear the cost of any other equipment such as fax machines that are required to perform contractual duties. Facsimile line costs are included in the office space rental.		
12.1.4	MTS shall provide paper and access to copying equipment for all reports required by MTS. Use of MTS equipment by Contractor Personnel for Contractor-related projects, reports and personal use is prohibited.		
12.2	<b>Radios/Communications Equipment</b>		
12.2.1	Two-way hand-held radios, licensed for use by the Federal Communications Commission, are to be provided by MTS for use by on-duty Contract Security personnel, and Contract Supervisors. The radios, holsters and shoulder microphones will be provided at no expense to the Contractor. The Contractor shall be responsible for training officers in their proper use.		
12.2.2	The Contractor shall be responsible for the replacement value of the two-way handheld radio equipment in its possession that is lost or damaged due to theft, accident, misuse or negligence on the part of the Contractor or Contractor's employees.		
12.2.3	Inventory of radios will be done at the beginning of the contract and periodically thereafter.		
12.2.4	MTS will have a system whereby fresh batteries, charging systems, or charged radios will always be available to Contract Security personnel.		
12.3	<b>Office space</b>		

Section	Description	Response (F-CM-N)	Alternate Language
12.3.1	MTS will provide office space for the Contractor's operations to include one (1) private office for the Account Manager and a space to conduct pre-shift briefings and equipment storage. The briefing room is twenty (20) feet by thirty (30). This is also the open work area for the Operations Supervisor and shift supervisors. The door is secured through access control, with a flexible folding partition to a secured MTS training room. All Contractor staff will be provided one (1) locker in a respective locker room for personal belongings and uniform storage. Supplemental seasonal staff will not be provided a locker, but the briefing room will provide secure storage for personal items.		
12.3.2	These furnished offices shall be provided to the Contractor at no extra charge.		
12.3.3	The Contractor shall keep all occupied space in a neat, safe and orderly condition.		
12.3.4	MTS will be responsible for the daily cleaning and maintenance of space used by the Contractor due to normal use during work performed for MTS. Any costs for repairs or cleaning due to damage or wear that results out of abuse or unauthorized modification of the space will be the responsibility of the Contractor.		
<b>SECTION 13 – Payment Methods and Procedures</b>			
<b>13.1</b>	<b>Hourly Rates</b>		
13.1.1	Billing for services performed by all Contractor personnel will be based on a fixed hourly rate as agreed upon by the Contractor and MTS. These rates must reflect the staffing requirements as requested and approved by the MTS Contract Administrator. All charges, including wages paid to security personnel, costs for equipment, supervision and overhead, benefits, and any additional factors the Contractor chooses, are to be built into the hourly rate.		
13.1.2	All Contractors shall use fifteen USD/Hour (\$15.00/hour) as a <b>starting</b> point when considering front line security officer wages.		
13.1.3	The Contractor shall offer pay incentive and benefits commensurate with officer responsibility in order to recruit and retain officers of exceptional quality.		
13.1.4	MTS will only pay an overtime billing rate of 140% of the regular billing rate when service is requested beyond the base weekly hours and if those hours put the Contractor personnel working those hours in an overtime pay status.		
13.1.5	MTS will only pay an overtime billing rate for Supplemental officers if they work over forty (40) hours during the assignment to Summerfest.		
13.1.6	Overtime pay shall only be considered for hours over forty (40) hours worked in a seven (7) day pay period.		
13.1.7	Contractors shall not bill MTS for overtime hours worked to fulfill contractual base service hours.		
13.1.8	If an officer is called to an incident within the last one half hour of his or her shift, MTS will pay for fifteen (15) minutes past the report writing officer's shift or the time it takes to write the report, whichever is shorter.		

Section	Description	Response (F-CM-N)	Alternate Language
13.1.9	If an officer is called to a use of force incident within the last one half hour of his or her shift, MTS will pay up to thirty (30) minutes past the report writing officer's shift or the time it takes to write the report, whichever is shorter.		
13.1.10	Contractor shall specify the rate at which supplemental staffing for summerfest is billed.		
13.2	<b>Billing Procedures</b>		
13.2.1	The Contractor shall submit detailed invoices to the MTS Accounting Department, 1942 North 17th Street, Milwaukee, Wisconsin, 53205, to the attention of the MTS Contract Administrator.		
13.2.2	If submitting paper invoices, the invoice package shall consist of the original and one duplicate set of invoices, and a cover sheet. If submitting electronic invoices, only one copy will be required.		
13.2.3	MTS will not process invoices that do not match timesheet and staffing numbers. Incorrect invoices will be returned for re-processing.		
13.2.4	Contractor shall provide documentation of hours worked including employee sign-in sheets, schedules, absences, vacation, late arrivals and open posts with each billing cycle. Invoices will not be processed until all supporting documentation is received.		
13.2.5	The exact composition of the necessary documentation and the frequency of billing will be determined prior to the start of the contract by the MTS Contract Administrator with the advice of the MTS Accounting Department staff.		
<b>SECTION 14 – Additional Requirements</b>			
14.1	<b>Adherence to Law</b>		
	The successful Contractor and personnel are required to adhere to all Federal, State, and local laws that apply to the provision of security services under this contract, as well as those laws that regulate the general public. The special role of such individuals in securing people and property in no way relieves the Contractor or his employees of this obligation, on or off active duty.		
14.2	<b>Accident Prevention and Regulations</b>		
	Precautions shall always be exercised for the protection of persons and property. The successful Contractor shall conform to all OSHA, State, and County regulations while performing under the terms and conditions of the contract. Any fines levied by the above-mentioned authorities because of inadequacies or incidents associated with these requirements shall be borne by the Contractor.		
14.3	<b>Contractor Employee Responsibility</b>		
	All employees of the Contractor shall always be the sole employees of the Contractor, under the Contractors sole direction, and not an employee of MTS. The Contractor shall supply competent and physically capable employees. The Contractor shall remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on MTS property is not in the best interest of MTS.		
14.4	<b>Subcontractors</b>		

Section	Description	Response (F-CM-N)	Alternate Language
14.4.1	In order to satisfy the Disadvantaged Business Enterprise Goal, Contractors may use a state of Wisconsin licensed Security subcontract firm to satisfy that goal.		
14.4.2	When Subcontractors are used, they must abide by all terms and conditions of this request for proposal and the Contractors' proposal.		
14.4.3	The Prime Contractor must have a written contract with the subcontractor		
14.4.4	Subcontracted employees must be equally trained as prime officers are. It is the Prime's responsibility to train, and track the training for the subcontractor employees to maintain consistency for MTS.		
14.4.5	Subcontract employees shall be indistinguishable from Contractor employees save for a uniform patch indicating company of the subcontractor.		
<b>14.5</b>	<b>Sensitive Information</b>		
14.5.1	The successful Contractor shall not publish or otherwise disclose, except to MTS, any information or data obtained hereunder from private individuals, organizations, or public agencies, information about any person or incident obtained in the course of providing the service to MTS		
14.5.2	The successful Contractor shall refrain from engaging in any media communications using MTS without the express permission and coordination with MTS.		
14.5.3	Contractor employees have access to sensitive information pertaining to MCTS operations, employees and passengers. It is expected that all Contractor Personnel assigned to MTS will refrain from sharing any information with third (3rd) parties without express permission from the MTS Contract Administrator.		
<b>14.6</b>	<b>Audit of Records</b>		
	The successful Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the contract, to the extent and in such detail as will properly reflect all net costs, labor costs, equipment costs, or any other costs of whatever nature for which reimbursement may be claimed under the provisions of this contract. These records are to be made available at any time, for examination by MTS representatives as may be required. All records shall be electronically distributed to MTS at the end of the contract or retained by the Contractor or for a period of three (3) years after termination of this contract.		
<b>14.7</b>	<b>Business Solicitation</b>		
	No employee of the Contractor shall solicit business for anyone while on duty or on MTS premises. Violator's may be subject to removal.		
<b>14.8</b>	<b>Non-performance of duty</b>		
	Contractor personnel found not performing their assigned duties or performing other duties that would detract them from their assigned post will be subject to removal from the MTS contract.		
<b>14.9</b>	<b>Licenses and Fees</b>		

Section	Description	Response (F-CM-N)	Alternate Language
	<p>The Contractor's firm and any subcontractors must be fully licensed by the State of Wisconsin, relative to the services required as stated in the Specification, in order to comply with the Specification. All fees for licenses, permits, and inspection fees required for the services as outline in the Specification, shall be borne solely by the Contractor. A copy of your license(s) and the license of your proposed subcontractors must be included with your proposal. The successful Contractor shall comply with all laws, regulations, and building code requirements as they apply to the services contemplated herein. Damages, penalties or fines imposed on MTS or the Contractor, for failures in any areas as specified above shall be the sole responsibility of the Contractor.</p>		
<b>14.1</b>	<b>Correspondence</b>		
	<p>The Contractor agrees to respond to all written, verbal and electronic correspondence from MTS within five (5) working days during the length of this contract.</p>		
<b>14.11</b>	<b>Logo Use</b>		
	<p>Use of MCTS logo or property on Contractor promotional material, communications, uniforms or business cards without express permission of MCTS Contract administrator is strictly prohibited.</p>		

# PROFESSIONAL SERVICE CONTRACT

[INSERT BUSINESS NAME]

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called the "County"), represented by its [INSERT DEPARTMENT], and [INSERT BUSINESS NAME] (hereinafter called "Contractor"), is entered into as of \_\_\_\_\_, 20\_\_.

## 1. SCOPE OF SERVICES.

The Contract consists of the following (number) 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) This Professional Service Contract
- b) MTS Request for Proposal # MM-04-20
- c) Contractor's Proposal
- d) Contractor's Best and Final Offer

## 2. STAFFING.

Contractor's employees listed below are to be assigned to the project and work the approximate hours at the billing rate(s) listed below:

	<u>Name</u>	<u>Position</u>	<u>Est. Hours</u>	<u>Billing Rate</u>
1.				
2.				
3.				
4.				

Contract shall not replace the employees listed above without the prior approval of the County. 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, the County.

## 3. DATES OF PERFORMANCE.

This is a firm fixed price three (3) year contract with a possible two (2) additional extensions years available if both parties are agreeable to any price increase.

- Year 1 - November 1. 2020 through October 31, 2021
- Year 2 - November 1. 2021 through October 31, 2022
- Year 3 - November 1. 2022 through October 31, 2023

- Option Year 4 - November 1, 2023 through October 31, 2024
- Option Year 5 - November 1, 2024 through October 31, 2025

4. COMPENSATION.

Contractor shall be compensated for work performed on an hourly basis at the billing rate listed in section 2 of this Contract. This compensation shall include any and all out-of-pocket expenses incurred by Contractor or its employees. The total compensation to Contractor for services performed under the Contract shall not exceed \$\_\_\_\_\_ unless agreed to by MTS in writing. 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.

5. BILLING.

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

- A. Name and address of contractor  
Invoice date and number  
Contract number
- B. Dates and hours worked-- Description, quantity, unit of measure, unit price and extended price of the services delivered  
Remittance name and address
- C. General task(s) performed
- D. 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

6. REPORTS.

Contractor shall provide written progress reports to MTS as required in RFP MM-04-20

7. 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.

8. MTS RIGHTS OF ACCESS AND AUDIT.

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow MTS 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.

9. 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.

10. TARGETED BUSINESS ENTERPRISES.

A. Contractor shall adhere to the approved TBE participation plan contained in this contract, which assures that **17%** percent of the Contract be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this Contract. Approval must be obtained from the County prior to making any change(s) to the approved TBE participation plan. A copy of the TBE-14 form is attached to this Contract as Exhibit \_\_\_.

B. Contractor shall submit monthly reports online as required by Milwaukee County for the purpose of demonstrating compliance with this Section.

11. 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. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this

provision shall be sufficient cause for the MTS 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.

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 Milwaukee 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 County, 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 County.

12. INDEMNITY.

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, MTS and Milwaukee County, 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.

13. 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 the County. Acceptable proof of such coverage shall be furnished to prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for

review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, 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
Crime Employee Theft of Client Property	\$1,000,000 Per Occurrence
Professional Liability/Technology Errors and Omissions Refer to Additional Provision A.1.	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Cyber Liability Refer to Additional Provision A.2.	\$1,000,000 Per Occurrence \$1,000,000 Aggregate

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 and Milwaukee County 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 Milwaukee County's Risk Manager as a condition of this agreement.

A.1. Professional Liability/Technology Errors & Omissions – Additional Provision.

Contractor agrees to provide additional information on its professional liability/technology errors & omissions 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 Milwaukee County's Risk Manager 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.

14. 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.

15. 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.

16. 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.

17. 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 the County. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

18. CONTINUITY OF SERVICE.

A. 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: (i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. Contractor shall, upon Contractor's written notice: (i) furnish phase-in, phase-out services for up to \_\_ 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 County's 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.

- C. 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.

19. 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.

20. SUBCONTRACTS.

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

21. 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.

22. PROHIBITED PRACTICES.

- 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 states, in part, "No person may offer to give to any MTS officer or employee or his immediate family, and no MTS 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."

23. 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.

24. TAXES.

MTS is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

25. 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.

26. 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 department, 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 the County, 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 department, below. 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. \_\_ of this Contract.

27. 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:	To MTS
Attn.:	Attn.:
Address	Address
Address	Address

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

28. 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 hereto. 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. AUTHORIZATION.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

[Business Name]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name, Title

[MTS]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name, 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. **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.

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.

**11. 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.

12. **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.

13. **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.

14. **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

15. **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.

16. **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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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**

**22. 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.

**23. Waiver of Informalities**

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

**24. 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.

25. **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.

26. **Quantities**

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

27. **Invoices**

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

28. **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.
29. **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.
30. **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.
31. **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.
32. **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.

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 Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and \_\_\_\_\_ employees in total.  
(No. of Employees) (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)

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.

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Name-Authorized Representative Company Name

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Signature-Authorized Representative Date