

MM-04-20 TRANSIT SECURITY – QUESTIONS AND ANSWERS

1. Is the current guard force covered by a collective bargaining agreement?
yes
 2. Would MCTS consider medical to be a billed back item?
Yes. There is an option for that in the pricing page.
 3. Does MCTS have any insight as to how the county wage ordinance will increase after 2021?
The County Ordinance regarding minimum wage was repealed in 2018. Contracts that were put in place under that Ordinance must still follow the stated wages. There is not a wage Ordinance for this RFP.
 4. Will MCTS allow a markup to what the new prevailing wage will be?
see above.
 5. We note that pricing is expected to remain firm throughout the initial three (3) year contract term. Thereafter, pricing for years 4 and 5 will be negotiated based on the CPI. Will MTS also consider permitting the Contractor to raise rates when and as needed to recoup increases in the following costs that are outside of the Contractor’s control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such a legally mandated sick leave costs; and medical and other benefit costs?
No, as stated in the RFP, the rates will be firm fixed rates for three (3) years. Firms should propose rates and expenses accordingly.
 6. Insurance requirements are stated on 3 pages of the RFP: Insurance Minimums on pages 22-23 of 77; Professional Service Contract on pages 60-61 of 77; and Terms and Conditions of Purchase on pages 68-69 of 77. Which of those insurance requirements applies to this solicitation?
See attached Insurance requirements
 7. Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. Our blanket additional insured endorsement automatically covers any party we are required by written contract to cover as an additional insured, to the extent required by that contract, without the necessity of expressly naming such party. Will the MTS revise the sections cited below as follows to reflect those parameters? RFP “Insurance Requirements” on page 3 of 77:
If the Proposer takes exception or requires clarification on any points before signing the Professional Service Contract with MTS, please use the attached **Exceptions Form** attached to this Addendum and include it with your submitted proposal. Specific contract negotiations will occur with the intended awardee, if agreement cannot be reached, MTS will move to the next best value firm and negotiate.
- Please replace the last sentence with the following:
 - “The certificates of insurance must cover Milwaukee County and Milwaukee Transport Services as additionally insured to the extent of the Contractor’s indemnification obligations under the resultant contract and up to the required insurance coverage amount.”

[See answer to number 7 above.](#)

- RFP “Insurance Minimums” on page 22 of 77:
 - Replace the first sentence of the penultimate paragraph with the following:
 - “Milwaukee Transport Services, Inc. (MTS) and Milwaukee County shall be covered as an Additional Insured on the General and Automobile Liability policies to the extent of the Contractor’s indemnification obligations under the resultant contract and up to the required insurance coverage amount.”

[See answer to number 7 above.](#)

- Professional Service Contract on page 61 of 77:
 - Replace the first sentence of the paragraph directly below the Cyber Liability limits with the following:
 - “MTS and Milwaukee County shall be covered as an Additional Insured on the General and Automobile Liability policies to the extent of the Contractor’s indemnification obligations under the resultant contract and up to the required insurance coverage amount.”

[See answer to number 7 above.](#)

- Terms and Conditions of Purchase Section 10 on page 69 of 77:
 - Replace the first sentence of the paragraph directly below the Umbrella Liability limits with the following:
 - “Milwaukee Transport Services, Inc. (MTS) and Milwaukee County shall be covered as an Additional Insured on the General and Automobile Liability policies to the extent of the Contractor’s indemnification obligations under the resultant contract and up to the required insurance coverage amount.”

[See answer to number 7 above.](#)

8. “Insurance Minimums” on page 22 of 77 and Terms and Conditions of Purchase Section 10 on pages 68-69 of 77 require the Contractor to carry an Umbrella Liability Policy. Our company carries an Excess Liability Policy. May an Excess Liability Policy be substituted for an Umbrella Liability Policy?

[If the Proposer takes exception or requires clarification on any points before signing the Professional Service Contract with MTS, please use the attached **Exceptions Form** attached to this Addendum and include it with your submitted proposal. Specific contract negotiations will occur with the intended awardee, if agreement cannot be reached, MTS will move to the next best value firm and negotiate.](#)

9. Indemnification provisions are stated in the Professional Service Contract Section 12 on page 60 of 77 and Terms and Conditions of Purchase Section 11 on pages 69-70 of 77. Which indemnification provision applies to this solicitation?

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.

10. Our company stands behind our security services and regularly accepts the obligation to indemnify and defend clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Our standard business terms also include a disclaimer of consequential damages. Will MTS revise the sections cited below as follows to reflect those parameters?

If the Proposer takes exception or requires clarification on any points before signing the Professional Service Contract with MTS, please use the attached **Exceptions Form** attached to this Addendum and include it with your submitted proposal. Specific contract negotiations will occur with the intended awardee, if agreement cannot be reached, MTS will move to the next best value firm and negotiate.

- Professional Service Contract Section 12 on page 60 of 77:
 - On line 4, insert the phrase "to the extent" before the word "caused."
[See answer to number 10](#)
 - Insert the following at the end of the first paragraph:
 - "Anything to the contrary notwithstanding, under no circumstances will Contractor be liable to any indemnified party for consequential, incidental, indirect or punitive damages, or for lost profits."
[See answer to number 10](#)
- Terms and Conditions of Purchase Section 11 on pages 69-70 of 77:
 - Delete the remainder of the first sentence after the word "property" on line 4 and replace it with the following:
 - "...to the extent caused by the negligent performance of services in connection with this bid.
[See answer to number 10](#)
 - Delete the remainder of the second sentence after the word "assigns" on line 12 and replace it with the following:
 - "...to the extent caused or allegedly caused by the negligent performance of services for this bid."
[See answer to number 10](#)

- Insert the following at the end of the section:
 - “Anything to the contrary notwithstanding, under no circumstances will the successful bidder be liable to any indemnified party for consequential, incidental, indirect or punitive damages, or for lost profits.”

See answer to number 10

11. Will MTS revise Professional Service Contract Section 17 on page 62 of 77 and Terms and Conditions of Purchase Section 18 on page 71 of 77 to give the Contractor the reciprocal right to terminate the contract for convenience on 120 days’ prior written notice to MTS?

If the Proposer takes exception or requires clarification on any points before signing the Professional Service Contract with MTS, please use the attached **Exceptions Form** attached to this Addendum and include it with your submitted proposal. Specific contract negotiations will occur with the intended awardee, if agreement cannot be reached, MTS will move to the next best value firm and negotiate.

12. What are the actual shifts and scheduled hours broken down from the 1300?

There are 1360 weekly billable hours and shift times vary according to need and incidents. Currently, during the Pandemic, it is 0600 to 1400, 1400 to 2200 and 2200 to 0600. Outside of the pandemic MTS requires that there be 24/7/365 coverage as well as 5 squads with no more than two TSO’s per vehicle on the road between 12p and 12a Monday through Friday.

13. Is the TBE goal factored into the scoring?

The TBE goal is essentially a pass or fail. Vendors must complete and submit with the proposal, either the *Commitment to Contract with TBE* form or complete all the Good Faith Efforts forms. The intended awardee’s submitted paperwork is then reviewed by the CDBP office. Failure to provide one or the other shall result in the proposal being unresponsive and thus not considered further in the process.

14. Are vendors providing cell phones?

Yes, the vendor must provide cell phones.

15. Does MTS have an internal program for security services, or does MTS rely upon vendor resources fully?

See the scope of work for this RFP. MTS does not have proprietary officers.

16. Does MTS require us to be a part of the SIEU as a part of the RFP?

No.

17. How much notice is provided from MTS when requesting additional hours for Bus Riding/Special Events?

For Special Events: See 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.”

For emergency issues: MTS will try to notify the Account Manager at least 24 hours before additional hours are requested for temporary assignments.

18. How often in the last 12 months has Transit Security had to transport riders in their patrol vehicle?

The current contractor does not transport passengers. MTS expects this could happen about two to three times per week.

19. Can MTS provide (current) TBE firm(s) by name and address, current TBE %, contract and pay rates?
No, MTS does not contract with the subcontractors directly, the contract is between the Prime and sub(s).
20. CPI (Consumer Price Index) is to be used for pricing assumptions on years (4) four and (5) five; is this to assume the contract is currently non-union? Should the contract go union; will union provisions then drive increases?
The current contract is union. The CPI is used as a guide. Please note this does not guarantee the CPI increase.
21. Can MTS provide current benefit participation used by security staff?
No, MTS does not have this information.
22. Is MTS currently receiving a cash invoice discount? If so, at what percent?
No
23. Is the Account Manager position to be filled as a salaried role?
MTS prefers this position to be salaried.
24. Is the Account Supervisor position to be filled as a salaried role?
MTS prefers this position to be salaried.
25. What is the expected level of authority to be granted to TSO's to achieve (bus riding) enforcement?
See "Scope of Authority" in specification. TSO's have the authority of a private citizen.
26. Will this include detain and arrest tactics?
Yes – Defense and Arrest Tactics (DAAT) is required for all staff.
27. Will bidders be granted the opportunity to provide alternative operating hours and staffing models as to improve program efficiency?
Bidders must "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." As required by # 8 of the Technical Proposal. Do not propose less coverage than current.

If Bidders would like to present sample schedules to supplement this section of the proposal, MTS will review those submissions.
28. Will Contractor Personnel Qualifications remain negotiable? Will bidders be granted the opportunity to provide alternative qualifications sets as to improve program effectiveness and higher retention?
The qualifications listed have been chosen carefully to ensure quality officers and reports. If a specific candidate does not meet the qualification set forth in the contract, considerations will be made on a case-by-case basis and must be approved by the MTS Contract Administrator prior to the person being in service on this contract.
29. What is the process by which liquidated damages are captured? Do both MTS and Contractor possess visibility into said process/repository?
Liquidated damages are now calculated by total weekly hours instead of the daily deployment. MTS will create a process that is compliant with Section 9 of this RFP that is visible by the Contractor.

30. ECD not authorized - is this open for discussion as a secondary means of protection?
A proposal for the use of ECD's should not be included in this RFP.
If a Contractor is successful in this RFP and would like to add this equipment at no additional cost to MTS with the Contractor assuming all liability, ECDs would be considered.
31. This RFP is deemed binding by submission of RFP: 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. Should participants provide any/and all exceptions back with response respective to documentation/contract?
Yes, see answer to number 7 and see attached exception sheet.
32. Per Amendment 4/20, are there collaborative guidelines pursuant to the CDC?
MTS will work with the awardee as it relates to practices during a pandemic.
33. Does MTS plan to amend the bid in any way to address COVID-19 practices? Both as they currently stand? As well as pursuant to future endeavors?
MTS will work with the awardee as it relates to practices during a pandemic.
34. Staffing - Is it possible to receive a breakdown of how many weekly service hours by position? How many are allocated to TSO? How many to TSS?
80 Management hours, 1120 TSO hours, 160 TSS hours. This could change.
35. Equipment – are all Officers required to wear Body Armor?
Not required
36. Union Status - Are the TSO's members of the SEIU?
Yes.
37. Vehicles – can we present increased vehicle costs for years 2 and 3 along with our anticipated increased fixed costs?
No.
38. Uniforms – do our uniform shirt colors need to be different from the proprietary officers? What color are the contract guards currently wearing?
There are no proprietary officers. The current officers wear royal blue and black.
39. Reporting – will the contract guards have access to a computer to submit reports at the end of their shift?
Contractor must provide computers
40. Cash Invoice Discount – please clarify if MCTS is asking what % discount contractor is willing to offer for payment at 30 days (Net30) terms? (pg. 20)
Correct, this would be % discount per invoice. It is not required.
41. Compliance Matrix (Section 8.3.G.8) – please clarify if this reference “contractor shall provide site specific training of up to forty hours to orient the employee in all duties” (pg 45) is billable training, or, if this at contractor's expense.
Site specific training is billable.
42. Compliance Matrix (Section 9.2, 9.3) – at what frequency will damages be charged? Per Invoice? Weekly? (pg 46)

Liquidated damages are billed monthly. We will structure the next contract to have the vendor show a line item on their invoice with the amount of liquidated damages deducted from the amount due.

43. Contract - Is MCTS willing to accept contract redlines and discuss alternative contract language, or, at a minimum, open dialogue regarding verbiage concerning indemnity? (pg 60)
See answer to number 7 and see attached Exceptions sheet
44. Contract – is there a mutual termination clause? (pg 62) Section 15 of Contract only seems to allow for Contractor to cancel due to non-payment of billing...

These terms apply to this contract

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.

Termination for Default

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

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

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.

Please see the included Insurance Requirements for clarification.

The question period has ended, reminder that proposals are due by Thursday May 14, 2020 by 2:00 CST. If delivering in person the Administration building at 1942 N. 17th Street is closed to the public – however the front desk is manned and proposals can be hand delivered,

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.