



MILWAUKEE COUNTY  
RFP # 98180021: Unarmed Security Officer Services

# MILWAUKEE COUNTY

## General Mitchell International Airport

# Request for Proposal Number 98180021

*Unarmed Security Officer Services*



**Issued:** July 18, 2018

**Response Due Date:** August 24, 2018



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# 1 INFORMATION SUMMARY SHEET

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**Request for Proposal Title:** Unarmed Security Officer Services

**Request for Proposal Number:** 98180021

**RFP Issuing Office:** General Mitchell International Airport

**RFP Issue Date:** July 18, 2018

**Date of Optional Pre-Proposal Conference:** July 30, 2018

**Optional Pre-Proposal Conference Location:** One hour, no tours.  
General Mitchell International Airport  
Sijan Conference Room (located in the Mitchell Gallery of Flight)  
5300 S. Howell Avenue  
Milwaukee, WI 53207

**Deadline for Receipt of Questions:** August 3, 2018

**RFP Proposal Receipt Deadline:** August 24, 2018

**Service Starting Date (Projected):** December 1, 2018

**RFP Submission Location:** <https://countymilwaukee.bonfirehub.com/opportunities/9201>



**MILWAUKEE COUNTY**  
RFP # 98180021: Unarmed Security Officer Services

**RFP Administrator:**

**Lacy Parson**

Department of Administrative Services

*Procurement Division*

633 W. Wisconsin Avenue, Suite 901

Phone: 414-223-8109

Email: [Lacy.Parson@milwaukeecountywi.gov](mailto:Lacy.Parson@milwaukeecountywi.gov)

*Respondents may not contact any employee, contractor, or other representative of Milwaukee County regarding this RFP without express written permission from the RFP Administrator. Any such unauthorized contact can be grounds for disqualification from consideration under this RFP.*

*Access to RFP and all related documents can be found on Milwaukee County's website; "Business Opportunity Portal" – <http://county.milwaukee.gov/bop>.*



## 2 GENERAL INFORMATION

### 2.1 INTRODUCTION & BACKGROUND

#### 2.1.1 Request

By this request for Proposal (RFP) Milwaukee County (hereinafter "County") invites sealed competitive proposals from qualified firms interested in providing Unarmed Security Officer Services for three (3) 24/7/365 posts, one (1) 24/7/365 supervisor post and one (1) Program Manager (40 hours per week) at General Mitchell International Airport (hereinafter GMIA).

Officers are subject to follow post orders given by the Public Safety and Security Manager of GMIA or designee at any time, and adhere to staffing requirements to full fill the Airport Security Program. Posts include walking indoors throughout the terminal building and outdoors around vehicles entering a vehicle check point. Special duties may include security and administrative audits and report writing, personnel identification checks and vehicle inspections.

An all-wheel drive vehicle or four wheel-drive vehicle that is no more than three year old model and in a presentable and excellent condition shall be provided by the proposer to serve as a relief vehicle with police grade strobe lights and security logo markings on both sides of the vehicle to allow the supervisor to conduct inspections of the posts.

Security Officers are needed for various construction projects that may call for up to three (3) additional posts. These posts are "as needed" as weather and construction schedules permit.

Due to the unique nature and scope of the security mission at GMIA, it is essential that the Security Officers provided pursuant to this RFP be well trained, highly motivated, and well-groomed in appearance and professional security officers. This RFP is for fully trained professional security officers with adequate civil aviation security experience with DHS Safety Act certification and designation. The intent of the County is to secure well reputable professional security services provider and with the highest quality professional security officers. Questions of interpretation and award of this RFP, and the provisions thereof, should be considered and analyzed with this statement of purpose in mind. The County, as a result of this RFP, will enter into formal contract agreements with a single qualified Proposer.

The acceptance of a proposal does not obligate the County to purchase any services. After receipt of the proposal, and prior to signing the contract, the County reserves the right, in its sole discretion to revise the RFP document at any time prior to the time set for submission of the proposals. Any such revision(s) shall be described in written addenda to the RFP which shall be provided to all firms receiving the RFP document. All written addenda will be sent by e-mail to Proposers not later than four (4) calendar days prior to the time set for submission of proposals.

The public bidding statutes and ordinances are not applicable to this award. The County reserves the right to execute its discretion to reject any Proposer that, in the County's sole opinion, does not have adequate qualifications. The County reserves the right to exercise its discretion and to reject any or all proposals and to advertise for new proposals. The County also reserves the right to exercise its sole discretion and to waive minor irregularities and formalities.



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## 2.2 INTRODUCTION TO MILWAUKEE COUNTY

Milwaukee County is governed by an elected County Executive and an 18 member elected County Board of Supervisors. Other County elected officials include a Register of Deeds, Treasurer, Comptroller, County Clerk, Clerk of Courts, District Attorney and Sheriff, who, in conjunction with administration, provide a full range of associated governmental services, including but not limited to: law enforcement, in-patient mental health, transit services, highways, courts, corrections, official record keeping, parks and recreation, international airport operations, jail and juvenile detention, public assistance programs, and a world-famous zoo.

## 2.3 DEFINITIONS

The definitions in Table 2-1 apply to any specialized terms used in this document.

**Table 2-1: Definitions/Acronyms**

Term	Definition
Contractor	The Contractor is a winning Respondent who has been awarded a Contract under this RFP.
County	County means Milwaukee County, a municipal body corporate located in the State of Wisconsin, and all the Divisions and Departments thereof. For purposes of this RFP, Milwaukee County is represented by its Procurement and Information Management Services Divisions of the Department of Administrative Services.
Group	For the purposes of this RFP, "Group" refers collectively to County Users who work in a specific County division or location.
Proposal	The "Proposal" is any offering vendor's submitted Proposal materials, including all requested information listed in <a href="#">Section 3.3.1: Proposal Materials</a> and the offering vendor's submitted answers to all questions in Section 5: Technical Proposal, Section 6: Resource Proposal, and Section 7: Cost Proposal. More information on submitting a Proposal can be found in <a href="#">Section 3: Preparing and Submitting a Proposal</a> .



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Respondent	A Respondent is any offering vendor who prepares or submits a Proposal.
User	In this document, the term User or Users applies to employees, contractors, and other individuals who utilize County Email.

**2.4 SCOPE OF WORK**

**2.4.1 Project Description of Work**

The Security Officer provider is required to meet and maintain compliance with applicable federal, state and county rules and regulations, to include those governing civil aviation security. The provider shall specifically be responsible for carrying out, and enforcing General Mitchell International Airport’s security rules as described in various post orders, and TSA-approved Airport Security Program. The proposer shall maintain documentation of all maintenance, inspection, and services performed. These include record keeping of all incidents at all posts which shall be forwarded to the GMIA Public Safety and Security Office. The successful proposer shall provide daily work schedules for work performed. The successful proposer shall develop monthly inspection point schedules and document/report all findings at the inspection points. The successful proposer will develop random/unpredictable methodology for conducting both vehicle and personal inspections at posts.

The proposer shall also provide a Daily Activity Report of such incidents, number of escorts through the posts, equipment outages and all records are subject to review and submission to the County at any time upon notification.

**2.4.2 Specifications**

All items and services provided by the winning Respondent must meet the specifications set forth in this RFP.

**2.4.3 Minimum Qualifications & Responsibilities**

Proposer must present evidence that it is qualified and has the necessary personnel, facilities, equipment, experience and financial resources to fulfill the requirements of the specifications. **Respondents are responsible for all requirements and responsibilities outlined in this Scope of Work.**



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**2.4.4 Expenses**

All expenses incurred by the Proposer in preparing its response to this RFP and in seeking this award shall be borne solely by the Proposer.

**2.4.5 Purchase Agreement**

The successful Proposer shall enter into a written agreement for the purchase of services as negotiated between Proposer and County within Sixty (60) days after award by the Milwaukee County Board of Supervisors. Any written agreement between the Proposer and Milwaukee County pursuant to this RFP shall contain the County's standard terms and conditions, as contained in the Draft Agreement attached hereto as exhibit A. Proposer is required to acknowledge they have read the terms of the draft contract and will sign it without reservation. If Proposer has reservations they will disclose them as part of their proposal.

**2.5 RFP ADMINISTRATOR**

The Administrator for this RFP is:

**Lacy Parson**  
Department of Administrative Services  
Procurement Division  
633 W. Wisconsin Ave., Suite 901  
Milwaukee, WI 53203

Phone: 414-223-8109  
Email: Lacy.Parson@milwaukeecountywi.gov

***All contact regarding this RFP must be made through the RFP Administrator. No one may contact any employee, official, agent, or representative of Milwaukee County, nor may anyone contact any consultant, contractor, or other entity working with Milwaukee County, regarding this RFP without the RFP Administrator's written consent. Any such unauthorized contact may be grounds for disqualification from consideration under this RFP.***



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## 2.6 PRE-PROPOSAL CONFERENCE

It is the Respondent's responsibility to read and understand all information in this Request for Proposals prior to submitting a Proposal to determine all requirements associated with the Statement of Work and any Contract. Failure to fully read and understand the requirements in this RFP will in no way relieve the successful Respondent from the necessity of providing, without additional costs to the County, all necessary services that may be required to carry out the intent of the resulting Contract.

An optional Pre-Proposal Conference will be held at the date, time, and location as provided on the [Information Summary Sheet](#).

During the Pre-Proposal Conference, attendees may request clarification of any section of the RFP, and may ask any other relevant questions relating to the RFP.

Respondents are encouraged to submit written questions by posting questions on the RFP's Project Board on the Bonfire website for possible response at the Pre-Proposal Conference. Submission of questions prior to the Conference enables Milwaukee County to formulate its oral responses. No oral or written responses will be given prior to the optional Pre-Proposal Conference. The address of the Bonfire website is specified in the [Information Summary Sheet](#).

Any responses provided to questions during the Pre-Proposal Conference will be considered drafts, and will be non-binding. Only the final answers to written questions submitted prior to the "Receipt of Questions" deadline and posted via the RFP's Project Board on the Bonfire website will be considered official and binding on Milwaukee County. The Receipt of Questions deadline and web address of the Bonfire website are provided on the [Information Summary Sheet](#).

Remarks and explanations at the Conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

No questions should be submitted or posed to any County employee, representative, consultant, or agent other than the RFP Administrator, unless authorized by the RFP Administrator. Questions submitted to any individual other than the RFP Administrator are considered "contact" as defined in [Section 2.4: RFP Administrator](#), above, and may be grounds for disqualification from consideration under this RFP.



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## 2.7 QUESTIONS

Any questions or comments regarding discrepancies or omissions in this Request for Proposal must be submitted prior to Friday, August 3, 2018 to:

Lacy Parson, RFP Administrator  
OFFICIAL NOTICE NO. 98180021  
PROPOSAL FOR UNARMED SECURITY OFFICER SERVICES

Responses to the written questions or comments will be distributed to all interested parties in the form of an addendum to the proposal document. Milwaukee County will not respond to any oral requests and will not be responsible for or bound by any oral instructions.

Respondents may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, number, page, section, and paragraph, and shall be submitted via the RFP's Project Board on the Bonfire website. The address of the Bonfire website is specified in the [Information Summary Sheet](#).

Questions submitted by any other method will not be considered. Questions submitted to any individual other than the RFP Administrator are considered "contact" as defined in [Section 2.4: RFP Administrator](#), above, and may be grounds for disqualification from consideration under this RFP.

All questions must be submitted by the specified deadline as identified on the [Information Summary Sheet](#). Milwaukee County will not respond to any questions received after the deadline. Responses to all questions and inquiries received by the County will be posted on the RFP's Project Board on the Bonfire website. It is the responsibility of Respondents to check this website for any and all information such as questions and answers, addenda, or related documents posted during the RFP process.

This RFP is issued by the Milwaukee County Department of Administrative Services – Information Management Services Division. The RFP Administrator assigned to this RFP, along with contact information, is listed in [Section 2.4: RFP Administrator](#). The RFP Administrator is the sole point of contact during this process, and no information provided by any other County official, employee, or representative will be considered binding.

Communication initiated by a Respondent to any County official, employee, or representative evaluating or considering the Proposals prior to the time of any award is prohibited, unless made at the explicit direction of the RFP Administrator, and any such unauthorized communication may constitute grounds for rejection or elimination of a Proposal from further consideration, at the sole discretion of the County.

All Respondents should use this written document, its attachments, and any amendments as the sole basis for responding.



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**2.8 RESPONDENT NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGMENT**

Should a Respondent discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email or the RFP's Project Board on the Bonfire website, prior to the submission of the Proposal. The failure of a Respondent to notify the RFP Administrator of any such matter prior to submission of its Proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission, or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the RFP's Project Board on the Bonfire website. It is the responsibility of Respondents to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by the Respondent's submission of Attachment M: Sworn Statement of Proposer form.

If the Respondent fails to monitor the RFP's Project Board on the Bonfire website for any changes or modifications to the RFP, such failure will not relieve the Respondent of its obligation to fulfill the requirements as posted.

**2.9 FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY**

Respondents shall maintain their availability of service and proposed price as set forth in their Proposals for an anticipated service starting date provided in the Information Summary Sheet. Respondents are expected to perform planning and implementation activities prior to commencement of any Contract. Milwaukee County will not reimburse for these costs.

**2.10 NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS**

County officials, employees, representatives, officers, and/or agents are bound by Chapter 9 of the Milwaukee County Code of General Ordinances, Code of Ethics.

No County official, employee, or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the Proposal or Contract, nor shall they exercise any undue influence in the awarding of the Contract.

No County employee, officer, or agent shall participate in the selection, award, or administration of a Contract if a conflict of interest, real or apparent, would be involved.

**2.11 CODE OF ETHICS**

Respondents shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(l):

*"No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a Contract or proposal being considered by a county department or with an agency funded and regulated*



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*by a county department, shall make a campaign contribution to any county elected official who has approval authority over that Contract or proposal during its consideration. Contract or proposal consideration shall begin when a Contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the Contract or proposal 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 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(l) shall be included in all Requests for Proposals and bid documents.”*

## 2.12 ANTI-LOBBYING PROVISIONS

Except as otherwise provided herein, all Proposers will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation team. This is not meant to preclude Proposers from discussing their proposals with one or more members of the County, provided such meetings are scheduled, conducted in person, and are posted as open meetings by the County at least 24 hours prior to the scheduled meeting. The County's posting shall include and detail the participants, the subject matter and shall invite the public and press to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted, and copies of contacts made via letter, FAX, e-mail or other written method shall be made available to the public, press and all other Proposers.

## 2.13 ERRORS, OMISSIONS, MINOR IRREGULARITIES, AND RETAINED RIGHTS

All information in this RFP, including information in any addenda, has been developed from the best available sources. Milwaukee County makes no representation, warranty or guarantee as to the accuracy of such information. Should Respondent discover any significant ambiguity, error, omission, or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of their Proposal. The failure of a Respondent to notify the RFP Administrator of any such matter prior to submission of its Proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission, or other deficiency in the RFP document.

Milwaukee County reserves the right to:

- Waive minor irregularities in Proposals. Minor irregularities are defined as irregularities that have no adverse effect on the outcome of the selection process, and which do not give any Respondent an advantage or benefit not afforded to other Respondents;
- Waive any requirements that are not material;
- Make an award under the RFP in whole or in part, and change any scheduled dates;
- Use ideas presented in reply to this RFP, notwithstanding selection or rejection of Proposals; and



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- Make changes to and/or withdraw this RFP at any time.

## 2.14 MULTIPLE PROPOSALS

Multiple Proposals from a Respondent will not be permitted.

Alternative Proposals, defined as Proposals which do not meet the requirements of the scope of work, but which offer alternatives for consideration, or which contain substantive variations to the basic provisions, specifications, term, or conditions of the solicitation will be determined to be both non-responsive and non-responsible.

Each Proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. The County reserves the right to make an award on the basis of the original Proposal, without negotiation, to any Respondent.

Milwaukee County reserves the right to negotiate with the Respondent(s) within the scope of the RFP in order to serve the best interests of the County. The County may request and require clarification at any time during the procurement process, and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposal, and/or to determine a Respondent's compliance with the requirements of the solicitation. The County may use information obtained through site visits, management interviews, the County's investigation of a Respondent's qualifications, experience, ability, or financial standing, and any material or information submitted by the Respondent in response to the County's request as clarifying information in the course of evaluation and/or selection under this RFP.

Following written acceptance by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final Contract documents. The written Contract shall bind the Respondent to furnish and deliver all services as specified herein in accordance with conditions of said accepted Proposal and this RFP as negotiated.

Milwaukee County reserves the right to accept or reject any and all Proposals submitted, or to cancel this RFP in whole or in part, if such cancellation is in the best interest of Milwaukee County. Prior to the Proposal Receipt Deadline, Proposals may be modified or withdrawn by the Respondent's authorized representative. After the Proposal Receipt Deadline, Proposals may not be modified or withdrawn without the consent of Milwaukee County. The Proposal Receipt Deadline is provided in the [Information Summary Sheet](#).



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**2.15 CONTRACT TERMS & FUNDING**

The term of Agreement(s) made pursuant to this RFP are anticipated to be from November 30, 2018 through November 30, 2021. Any extension of this term by the Proposer will not be cause for additional monetary remuneration. The County and the Proposer may mutually agree to extend the contract for two (2) one-year periods up to and including November 30, 2023.

Milwaukee County contemplates award of a Contract resulting from this RFP in the form of a Master Service Agreement which reflects payment of a fee for services on an annual basis. Any Contract shall be between the County of Milwaukee, known as the "County," and the successful Respondent, known as the "Contractor." Any final contract structure resulting from this RFP may be subject to negotiation and the required statutory approvals by Milwaukee County.

Responses to this RFP should be based upon a Contract with an initial term of three (3) years, with two (2) optional one (1) year renewals.

Continuance of the Contract beyond the limit of funds available shall be contingent upon appropriations of the necessary funds, and the termination of this Contract due to lack of appropriation of funds shall be without any penalty.

All Respondents are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process. All Respondents are notified that the Contract is contingent upon compliance with Federal, State, and local laws, ordinances, rules, and regulations.

**2.16 CONTRACT TERMINATION**

If the Contractor fails to fulfill its obligations under the Contract resulting from this RFP in a timely or proper manner, or violates any of its provisions, the County shall have the right to terminate the Contract by providing the Contractor thirty (30) days' written notice of termination, specifying the alleged violations and the effective date of the termination. Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the alleged defect(s) under the Contract. In such cases, the County shall include time period in which cure is permitted and other appropriate conditions of the required cure in the notice of termination provided to Contractor.

Milwaukee County further reserves the right to terminate the Contract for convenience at any time or for any reason, without prejudice to any other right or remedy, if such termination is in the Government's interests. Upon termination for convenience by the County, the County shall provide the Contractor written notice of intent to terminate thirty (30) days prior to the effective date of termination. Upon receipt of written notice from the County of termination for convenience, the Contractor shall cease all operations as directed by the County and take any actions necessary, or that the County may direct, for the protection and preservation of any ongoing work or County business operations. If the Contract is terminated for the County's convenience, the



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County shall only be liable under the payment provisions of the Contract for services rendered prior to the effective date of Contract termination.

In the event the Contractor terminates the Contract for any reason, the Contractor must deliver to the County written notice of intent to terminate not less than ninety (90) days prior to the effective date of termination, and shall assist and provide for an orderly transition of services at the County's request.

**2.17 PAYMENT REQUIREMENTS**

Continuance of the Contract beyond the limit of funds available shall be contingent upon appropriations of the necessary funds and the termination of this Contract due to lack of appropriation of funds shall be without penalty.

Milwaukee County reserves the right to make payments through a Purchasing Card.

**2.18 TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION**

This procurement opportunity has a 17% participation goal established by Community Business Development Partners, all respondents to this solicitation are hereby directed to use active and aggressive efforts to assist the County in ensuring participation of Targeted Business Enterprise (TBE) firms. The Contractor will be required to document all efforts to ensure participation of TBE firm(s), including regular reporting of the TBE's participation during the course of the Contract using the County's Diversity Management and Compliance System.

Additional information regarding the inclusion of TBE firms and scoring of TBE inclusion in proposals may be found in [Section 6: Resource Proposal, question 8](#) and Attachment I: Targeted Business Enterprise Utilization Form. Proposer(s) providing partnership opportunities for TBE firms that include on-site presence of the TBE firm will be given the highest scores.

The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4747, or [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov).

Milwaukee County General Ordinance, Chapter 42, governs TBE utilization within the County. Chapter 42 can be found at: [https://library.municode.com/wi/milwaukee\\_county/codes/code\\_of\\_ordinances?nodeId=MICOC OGEORVOI\\_CH42TABUENPACOCO](https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances?nodeId=MICOC OGEORVOI_CH42TABUENPACOCO)

The Milwaukee County Diversity Management and Compliance System may be accessed at: <https://mke.diversitycompliance.com/Default.asp>

The directory of TBE firms currently certified in the State of Wisconsin can be found at: <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

Additional information regarding State of Wisconsin Supplier Diversity Programs can be found at: <https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>



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**2.19 EEOC COMPLIANCE**

All Respondents shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment G).

**2.20 INSURANCE AND INDEMNITY REQUIREMENTS**

All Respondents must agree to the terms set forth on the Insurance and Indemnity Acknowledgment Form (Attachment J). This form outlines required insurance requirements for Contractor related to this acquisition and Respondent's ability and commitment to provide proof of insurance and indemnity as requested.

**2.21 EMPLOYEES**

The Contractor shall utilize as many permanent employees to provide services whenever possible. The Contractor shall utilize only workers that are skilled in the tasks to which they are assigned and can provide the highest quality of performance consistently on a regular basis. A contractual commitment of dependable, steady service is required.

**2.22 PERMITS AND LICENSES**

Respondent and associated employees performing services under this RFP, at the time of Proposal submission and during the term of any awarded Contract, must possess and maintain the required licenses and permits required to provide services.

Any reprimand, disciplinary action or investigation taken against Contractor or its employees by any agency issuing permits and licenses required to provide the services must be reported to Milwaukee County within 48 hours of notification by the issuing agency.



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### 2.23 FEDERAL, STATE, AND LOCAL REGULATIONS

The successful Respondent shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to, the regulations listed in this RFP. The Contractor will be required to enter into and maintain a Contract with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

### 2.24 SECURITY AND BACKGROUND CHECKS

Background checks are mandatory for all any employee of the Contractor who will require administrative access to the County's Information System (for example, accessing servers, systems, or information architecture not available to County end-users). Background checks must be performed at Contractor's cost. Background check minimum requirement must involve a security check and process that is approved by and deemed satisfactory to Milwaukee County to ensure, at a minimum, that no staff has felony or fraud convictions. Additional requirements may exist for employees who require access to systems containing PCI, PHI, or CJIS data.

Security background checks shall be conducted for all employees prior to starting work.

### 2.25 RESPONSIBLE CONTRACTOR POLICY

The County of Milwaukee recognizes that proper maintenance and superior service requires that the Contractor hires well-trained and dedicated staff to provide the services under this RFP. The Contractor must ensure availability of a qualified staff, avoid labor disruption and costly employee turnover, treat workers fairly, and abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment through the responsible management and treatment of employees, adherence to federal, state, and local laws, and appropriate workplace safety procedures. Therefore, the County of Milwaukee maintains the following requirement:

*Contractor shall abide by all applicable local, state and federal laws. Contractor shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractor shall ensure its employees' working conditions conform to the standards set by the Federal OSHA. Contractor shall, on request, provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join, or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All Respondents shall provide working*



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*conditions for services of a similar character in a similar locality in which the services are performed.*

A responsible Contractor is a person or firm which has the capacity, in all respects, to fully perform the Contract requirements, and which has the integrity and reliability which will assume good faith performance of those requirements.

**2.26 REASSIGNMENT, DISCIPLINE, OR DISCHARGE OF CONTRACTOR EMPLOYEES**

Milwaukee County retains the right to require the reassignment of an employee or employees of the Contractor, as the County may deem necessary. Reasons for this request may include, but are not limited to: incompetence, carelessness, and/or disruptive or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal of the employee from Contractor's service, but represents a request for the individual to be removed from providing services under the County's Contract.

Any employee of the Contractor whose employment or performance is objectionable to the County shall be immediately removed from the Contract. A request by the County to remove an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor in regard to employee discipline shall be at the sole discretion of the Contractor. The County shall be held harmless in any disputes the Contractor may have with the Contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

**2.27 AUTHORIZATION TO SUBCONTRACT**

The Contractor is permitted to utilize subcontractors to provide services under this RFP. If subcontractors are used, the Contractor will be responsible for Contract performance as "prime contractor." If subcontractors are used, they must abide by all terms and conditions of the Contract and any requirements of this RFP. If subcontractors will be used, the Respondent must clearly explain their participation in the Proposal response documents, inclusive of TBE participation.

**2.28 COMPLIANCE WITH REGULATIONS AND LAWS**

The Contractor shall comply with all Federal, State, and local laws, regulations, and policies governing the provision of the services, and shall procure and keep in effect all necessary licenses, permits, and certifications as are required by law. The Contractor shall comply with all applicable Federal, State, and local laws, regulations and policies pertaining to wages and hours of employment.



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### 3 PREPARING AND SUBMITTING A PROPOSAL

#### 3.1 GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County is utilizing Competitive Negotiation, or the Request for Proposal (“RFP”) process to select a Contractor to provide Managed Security Services. This process bases the Contract award on the County’s evaluation of experience, ability, resources, and other pertinent factors of the Respondent in conjunction with proposed fees and costs.

#### 3.2 INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by any Respondents in preparing and submitting a Proposal, nor for any cost associated with meetings and evaluations of Proposals prior to execution of the Contract. This includes any legal fees for work performed or representation by Respondent’s legal counsel, or any costs pertaining to an appeal or administrative review process, during any and all phases of the RFP process and prior to County Board and County Executive approval of a Contract award.

#### 3.3 SUBMITTING A PROPOSAL

Please follow these instructions to submit via the County’s Bonfire Public Portal.

##### 3.3.1 Proposal Materials

Prepare your Proposal materials. Be sure to include all requested information listed in the chart below.

Requested Documents

Name	Type	# Files	Requirement
Attachment A- Vendor Information Sheet	File Type: PDF (.pdf)	1	Required
Attachment B – Technical Proposal Cover Sheet	File Type: PDF (.pdf)	1	Required



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Name	Type	# Files	Requirement
Technical Proposal Response (Response to Requests on pages 30-38)	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	1	Required
Attachment C – Cost Proposal Cover Sheet	File Type: PDF (.pdf)	1	Required
Attachment D - Exceptions	File Type: PDF (.pdf)	1	Required
Cost Proposal Response	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	1	Required
Attachment E - Proprietary Information Disclosure Form	File Type: PDF (.pdf)	1	Required



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Name	Type	# Files	Requirement
Attachment E-1 - RFP with Redacted Information - REQUIRED to be Submitted if Information Identified in Attachment E	File Type: PDF (.pdf)	1	Optional
Attachment F - Conflict of Interest Stipulation	File Type: PDF (.pdf)	1	Required
Attachment G - EEOC Compliance Form	File Type: PDF (.pdf)	1	Required
Attachment H - Certification Regarding Debarment or Suspension	File Type: PDF (.pdf)	1	Required
Attachment I: Targeted Business Enterprise Forms	File Type: PDF (.pdf)	1	Required
Attachment J: Insurance and Indemnity Acknowledgement Form	File Type: PDF (.pdf)	1	Required
Attachment K: Sample Contract	File Type: PDF (.pdf)	1	Required
Attachment L – Sworn Statement	File Type: PDF (.pdf)	1	Required



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Name	Type	# Files	Requirement
Attachment M - Sworn Statement of Respondent	File Type: PDF (.pdf)	1	Required
Additional Information	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Optional

Please note the type and number of files allowed. The maximum upload file size is 100 MB. Please do not embed any documents within your uploaded files, as they will not be accessible and will not be evaluated.

### 3.3.2 Submitting Proposal Materials

Please submit your Proposal materials at:

<https://countymilwaukee.bonfirehub.com/opportunities/9201>

The Q&A period for this opportunity is **July 16, 2018 5:00 PM CST** to **August 3, 2018 5:00 PM CST**. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **August 24, 2018 3:00 PM CST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

### 3.3.3 Important Notes

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.



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Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

**3.3.4 Need Help?**

Milwaukee County uses a Bonfire portal for accepting and evaluating Proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



## 4 PROPOSAL AND AWARD PROCESS

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### 4.1 PRELIMINARY EVALUATION

All Proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements will result in rejection of a Proposal. Proposals that do not comply with submission instructions established in this document and/or that do not include the required information will be rejected as non-responsive. The Respondent assumes responsibility for meeting submission requirements and addressing all necessary financial, technical, and operational issues to meet the objectives of the RFP.

### 4.2 PROPOSAL SCORING

A panel or panels will be convened for evaluation of the proposals. A short list may be determined based on the full panel grand totals. If interviews are conducted for short list candidates, respondents should plan to make available for the interviews key management personnel on their teams who will be assigned to work under the contract. Ranking will be based on the Proposers with the highest point scores, and the best interests of the County. A short list candidate may be asked to provide supplemental information for review by the panel prior to the conduct of the interviews. The Proposers' performance at the interview and any additional information submitted by Proposers will be considered by the panel. The panel will make a recommendation to Milwaukee County's Transportation, Public Works and Transit Committee, to award a contract to the successful Proposer subsequent to the evaluation process.

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive Proposals and to make a recommendation. A Respondent may not contact any member of an Evaluation Committee by any means, except at the RFP Administrator's direction. Reference the [Section 2.6: Questions](#) for additional information.

These Proposals will be reviewed by an Evaluation Committee and scored against the criteria outlined in [Section 4.3: Evaluation Criteria](#).

#### 4.2.5 Technical Proposal Scoring

Each Proposal will be evaluated and scored based on technical requirements. The Evaluation Committee shall conduct its evaluation of the technical merit of the all Respondents' responsive Proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each Technical Proposal. The criteria that will be used by the Evaluation Committee for the evaluation of the Technical Proposal are outlined in [Section 4.3: Evaluation Criteria](#).

The Evaluation Committee's scoring will be tabulated and Proposals ranked based on the total numerical scores.



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#### **4.2.6 Resource Proposal Scoring**

Due to the nature of services to be provided under this RFP, each Proposal will also be evaluated and scored based on the resources assigned to the project. The Evaluation Committee shall conduct its evaluation of the merit of all Respondents' responsive Resource Proposals. The process involves applying the evaluation criteria and associated weighting as outlined in the RFP to assess each Proposal. The criteria that will be used by the Evaluation Committee for the evaluation of the Resource Proposal are outlined in [Section 4.3: Evaluation Criteria](#).

The Evaluation Committee's scoring will be tabulated and Proposals ranked based on the total numerical scores.

#### **4.2.7 Cost Proposal Scoring**

Each Proposal will also be evaluated and scored based on its Cost Proposal. The Evaluation Committee shall conduct its evaluation of the overall value of the cost model in all Respondents' responsive Proposals. Each Cost Proposal will be assigned a weighted score based on the overall best value to the County. The Cost Proposal score will be tabulated with the Technical and Resource Proposals' numerical scores to come to a final ranking for each Respondent's Proposal based on the total numerical scores. The criteria that will be used by the Evaluation Committee for the evaluation of this RFP are outlined in [Section 4.3: Evaluation Criteria](#).

#### **4.2.8 Demonstrations**

The highest scoring Respondent or Respondents may be required to conduct in-person interviews and product demonstrations for the Evaluation Committee. Each qualifying Respondent will be provided a date for its in-person interview and demonstration, as well as a basic script indicating areas to be covered and questions to be answered during the demonstration. Milwaukee County reserves the right to adjust scoring based on the results of the interviews and demonstrations. The County may request Best and Final Offers from any or all respondents following demonstrations. Best and Final Offers are supplementary to the original offer in the Proposal. Milwaukee County reserves the right to make an offer based on the original submitted Proposal, regardless of whether or not Best and Final Offers have been requested.

#### **4.2.9 Contract Award**

Following final evaluation, the Evaluation Committee will advise Milwaukee County's Chief Information Officer and Procurement Director regarding the Proposal selected by the Committee. The award of the Contract, if made, shall be with an organization whose Proposal provides the best value to the County. The County reserves the right to reject any and all Proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to Contract award, up to and through final action of the County Board of Supervisors and the County Executive.



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**4.3 EVALUATION CRITERIA**

**4.3.1 Selection of Successful Proposer**

Proposals submitted will be evaluated on their total price and on the following criteria:

- a. Category I or Category X – airport experience
- b. Demonstrated knowledge and management experience of TSR 1542
- c. Training and physical requirements
- d. Equipment requirements
- e. Emergency response capabilities
- f. Local office/management
- g. Transition/staffing plan
- h. The Department of Homeland Security SAFETY Act Designation and Certification

**4.3.2 Proposer Qualification Statement**

Responses shall be on the proposer's letterhead and shall be included with their proposal. Proposers shall include responses which shall address in detail each of the following:

**4.3.3 Evaluated Criteria**

In seeking the best and highest quality of services, the following criteria will be considered when evaluating proposals. No one criterion or combination of criteria will be controlling in the selection process. Selection will be based on the best judgment of the panel in seeking the best and highest-quality services using the following criteria as a guide:

- a. Description of company's ability to provide one qualified vehicle. Include photographs/video images of types of vehicle(s) and security markings. Also include proposed service and maintenance program.
- b. Description of prior management experience related to Security Services in general and specifically to Title 49, Code of Federal Regulations (CFR), Transportation Security Rules (TSR) Part 1520, 1540, and 1542, Airport Security.
- c. A full narrative description of previous and current contracts that illustrate Proposer's ability to perform and deliver the services required herein, including all Category I and Category X airport experience. Provide all information from current and past contracts, including Name of Company, Location of contract, Contact name and phone number, term of contract and dollar amount of contract.
- d. Description of local office support such as hours of operation, on-call staff, location, etc. Description of related education, certifications in security experience, and administrative, managerial, and supervisory personnel available to support this contract.



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- e. Evidence of the Proposer's familiarity with the security requirements at facilities comparable to General Mitchell International Airport to include evidence of the Proposer's specific familiarity with security requirements specific to Title 49, CFR 1542 regulated airports.
- f. Description of contract security services transition plan, including any intentions of staff carryover. **Technical qualifications, including equipment list and staffing plan for this contract is required.**
- g. The resume of the person who will be serve as the Administrative Manager and documented evidence that that person has had at least three (3) years of recent experience at a TSR 1542 regulated airport, and one (1) year as a Certified Protection Professional is requested. **Additionally, the Proposer must submit resumes of those persons who will be managing this contract on-site, as well as off-site, are required.**
- h. Description of methodology and process regarding security officer training to include competencies, tasks, evaluations and performance standards to satisfy the requirements of the General Mitchell International Airport Security Program.
- i. Description of size of security staff and capability to respond to requests for emergency short term coverage, with an example of an emergency response by the company.
- j. Describe the Proposer's Performance Plan to include incentives, evaluations, and disciplinary guidelines.
- k. A breakdown of all Proposal items by billing hours is required.
- l. The Proposer must provide proof of Department of Homeland Security SAFETY Act Designation and Certification.



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**4.3.4 Additional Criteria**

- a. A financial Profile, including copies of financial statements for at least the last two (2) years certified to be true and correct by an authorized representative of the Proposer. (If you consider this proprietary information, it may be segregated from other documents and placed in a sealed envelope which will not be opened until an interview is sought, or revealed to other Proposers at any time.
- b. A Management plan for this contract, including organizational format, lines of authority and communication, and division of responsibility.
- c. A description of the type and number of uniforms, both summer and winter. Include photographs/video images.

<b>Percentage</b>	<b>Criteria</b>
30%	<u>Demonstrated Quality of Service.</u> The quality, training, and proven track record demonstrated by the Proposer for the management of and ability to provide security officer services. The Proposer’s proven ability to provide quality and consistent service in an international airport environment.
30%	<u>Qualifications, Experience and Excellence.</u> Description of the Proposer’s qualifications to provide the required detailed description of security officer services, transition, and successful experience in providing security officer services to an international airport and management of security officers.
20%	<u>Organization.</u> Degree and depth of professional qualifications of the individuals assigned by the Proposer to provide the management of security officer personnel and the degree and depth of professional qualifications of the individuals assigned by the Proposer to provide security officer services.
10%	<u>DHS SAFETY Act Designation and Certification.</u> The Proposer must provide proof of The Department of Homeland Security SAFETY Act Designation and Certification.
10%	<u>Quality and Clarity of Response.</u> Comprehensiveness and understandability of the proposal and how it meets the Airport’s defined needs.



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#### **4.3.5 Response Guidelines**

Each question in [Section 5: Technical Proposal](#) should be re-typed in your Proposal, with your answer immediately following. Questions should be in the same font, format, and order as they appear in Section 5. Responses should be brief, direct, and address all sub-questions. Please do not reference any pre-printed materials. Responses should reflect your experience, your organizational structure, and your organizational capabilities as they currently exist. Any questions requesting statistics should be answered with actual statistics; use of anticipated or target statistics is not permitted.

#### **4.3.6 Exceptions**

Respondents must review the RFP in its entirety and indicate any exceptions taken to requirements defined in the RFP. If exceptions are taken, Respondents must cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to negotiation and approval. Any and all exceptions must be stated in the Proposal. Exceptions taken following submission of a Proposal will not be considered. Material exceptions taken following submission of a Proposal may be cause for a finding of non-responsibility of the Respondent, and removal from consideration for this opportunity.

### **4.4 RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS**

#### **4.4.1 County's Reservation of Rights**

The County reserves the right to reject any or all proposals and to cause rebidding, or take such other course of action, as County deems appropriate at County's sole discretion. The County reserves the right to negotiate for the modification of any proposal with its selected Proposer. Upon completion of the evaluations, the County reserves the right to conduct negotiations with one or more Proposers, after which a period of contract negotiation and development may commence.

#### **4.4.2 Causes for Disqualification**

The County reserves the right to reject any Proposer that, in the County's opinion, does not possess adequate qualifications. The County reserves the right to exercise its discretion and to waive minor irregularities and formalities.

More than one proposal for the same RFP under the same or different names will not be considered. Reasonable grounds for believing that the Proposer is interested in more than one proposal for the same RFP will cause the rejection of all proposals in which the Proposer is interested. One or all proposals will be rejected if there is reason for believing



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that collusion exists among the Proposers, and no participant in such collusion will be considered in future proposals.

Proposals will not be accepted from any Proposer that is in arrears or is in default to the County upon any debt or contract or that is or was a defaulter as surety or otherwise, upon any obligation to the County or has failed to perform faithfully any previous contract with the County or has refused to enter into a contract with the County after having been awarded same.

In addition, the following may be considered sufficient for the disqualification of a Proposer and the rejection of the proposal:

1. Submission of a proposal package which is incomplete, conditional, ambiguous, obscure or contains alterations not called for, or irregularities of any kind.
2. Lack of the business skills or financial resources necessary to provide proper management of security officer personnel and/or properly trained and equipped security officer personnel to successfully provide security officer services at GMIA, as revealed by either financial statements or experience statements.
3. Lack of responsibility as shown by past work, references, or other factors.
4. Violation of Milwaukee County’s Ordinance governing Ethics

The County reserves the right to reject any and all Proposals. Additionally, the County reserves the right to negotiate the terms and conditions of the Contract with the selected Respondent, at its option.

**4.5 INTENT TO AWARD**

Following evaluation and scoring of all Proposals and prior to the issuance of an Intent to Award, the Evaluation Committee will submit a report with the results of the evaluation to the Department of Administrative Services – Information Management Services Division. Based on this report, the Information Management Services Division will issue an Intent to Award and all Respondents will be notified. Milwaukee County reserves the right to negotiate Contract terms and conditions following Intent to Award, as stated in [Section 4.4](#), above.

In the event that negotiations with the winning Respondent are unsuccessful, Milwaukee County reserves the right to proceed with Contract negotiations with the other responsive, responsible, high-scoring Respondents.

Prior to execution of a final Contract and if required, the Milwaukee County Department of Administrative Services – Information Management Services Division shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors if required. If final approval by the County Board of Supervisors and County Executive is required, the Contract will only be fully executed following receipt of such approval.



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#### 4.6 INFORMATION RELEASE

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the Proposal itself. Proprietary information submitted in any Proposal will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions are typically not accepted. However, when accepted, it is the Respondent's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information, and which Respondent believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment E – Proprietary Information Disclosure). If the Respondent so designates any such information as confidential, it must upload a version of its Proposal with all such identified information redacted (Attachment E-1). Confidential information must be labeled as such. Costs (pricing) always become public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the Proposal submitted. Milwaukee County has the sole right to determine whether designations made by a Respondent qualify as trade secrets under the Wisconsin public records law.

Provisions of MCGO Chapter 32.47 apply to the release of information. Chapter 32.47 governs disclosure and use of information before award. After receipt of Proposals, none of the information contained in them or concerning the number or identity of Respondents shall be made available to the public or to anyone in county government. During the pre-award or pre-acceptance period of a negotiated procurement, only the procurement director or his or her designee, and other specifically authorized shall transmit technical or other information and conduct discussions with prospective vendors. Information shall not be furnished to a prospective vendor if, alone or together with other information, it may afford the prospective vendor an advantage over others. However, general information that is not prejudicial to others may be furnished upon request. Prospective vendors may place restrictions on the disclosure and use of data in Proposals. The procurement director or his or her designee shall not exclude Proposals from consideration merely because they restrict disclosure and use of data, nor shall they be prejudiced by that restriction. The portions of the Proposal that are so restricted (except for information that is also obtained from another source without restriction, or information required to be disclosed to county auditors) shall be used only for evaluation and shall not be disclosed outside the county without the permission of the Respondent.



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#### **4.7 AUDIT**

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively, "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 related to the performance of the Contract for a period of up to three (3) years following the date of last invoice. Any subcontractors or other parties performing work under the Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on the Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

Any bidder, Respondent, Contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Milwaukee County Code of General Ordinances. The Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractor or other parties performing work on the 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 subcontractor or other parties understand and will comply with the terms and responsibilities.

#### **4.8 APPEAL**

Protests and appeals related to this RFP are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 32. Appeal process information is available at [http://www.municode.com/Library/WI/Milwaukee\\_County](http://www.municode.com/Library/WI/Milwaukee_County).



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## 5 TECHNICAL PROPOSAL

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Technical Proposals shall convey an understanding of the scope of services required. Through its Proposal, the Respondent offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet or exceed the RFP requirements. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.**

RFP submission must address, at a minimum, the requests enumerated below. Please indicate for each response the number of the request that it addresses (e.g. Response to Request 1, Response to Request 2...).

### 5.1 EXPERIENCE AND CREDENTIALS

Provide information regarding the background, expertise, qualifications, and philosophy of your organization in providing the services requested by this RFP. This section should answer the following questions:

1. Provide an Executive Summary that describes your organization's proposed solution, core competencies, business approach, mission, vision, and goals, and indicate what differentiates your organization from your competitors. This response should not exceed two (2) pages and should clearly describe the airport security philosophy.
2. Describe the history of your organization and current operations. You may be asked to provide references to support these examples particularly from other airports.

## 6 SCOPE AND CONDITIONS OF MANAGEMENT AND SECURITY OFFICER SERVICES

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The following summarizes the scope and conditions that the management and security officer services are to provide. This summary is not intended to be a complete description of management and security officer services required.

The Proposer should describe in its proposal how the management and security officer services will be able to meet the requirements outlined in this section.

### 6.1 PROSPER REQUIREMENTS

1. Provide written documentation of management and security officer training programs.



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2. Provide written documentation of Department of Homeland Security SAFETY Act Designation and Certification.
3. Provide all labor, training, and equipment as specified in this RFP.
4. Provide a detailed listing of the number of personnel necessary to properly manage four (4) posts twenty-four (24) hours per day, seven (7) days per week.
5. Provide a detailed listing of the number of personnel necessary to provide security officer services for three (3) posts twenty-four (24) hours per day, seven (7) days per week.
6. Provide a separate per hour charge rate for management and security officer services.
7. Possess qualifications and recent airport experience in managing and provisioning of security officer services.
8. Provide a plan for supplemental staffing of up to four (4) additional fixed posts for up to sixteen (16) hours per day, five (5) days per week.
9. Provide details on how posts will be staffed in the event that a scheduled officer does not report for his/her assigned shift.
11. Shall provide daily work schedules for work performed.
12. Shall develop monthly inspection point schedules and document/report all findings at the inspection points.
13. Shall develop random/unpredictable methodology for conducting both vehicle and personnel inspections at posts.

**6.2 PLANNING AND IMPLEMENTATION**

Upon award, the successful Proposer shall provide the following: *{All items detailed below shall be inclusive of time and materials.}*

1. Training for all personnel on all shifts.
2. Training schedules and work schedules for review by appropriate airport staff. A transition plan, if needed.

**Exhibit A**



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**ALTERNATE A**

1. In addition to the requirements of the base RFP, the Proposer must submit a detailed description of the following to support one (1) 4 wheel-drive (4WD) or all-wheel drive (AWD) vehicle and mobile Security Officer for one (1) 24/7/365 post.
  - A. Driver licensing and training.
  - B. An appropriately marked four wheel-drive or all-wheel drive vehicle with an amber light bar, spotlight, and VHF radio capability.
  - C. Vehicle maintenance plan.
  - D. Projected vehicle operating costs.
  - E. Projected vehicle maintenance costs.
  - F. Alternate procedures in the event of vehicle malfunction or out of service.
2. Provide a detailed listing of the number of personnel necessary to properly manage one (1) post twenty-four (24) hours per day, seven (7) days per week.

**Exhibit B**

**ALTERNATE B**

1. In addition to the requirements of the base RFP, the Proposer must submit a detailed description of the following to support one (1) Security Officer for one(1) 24/7/365 interior/exterior walking post or guard booth checkpoint.
  - A. Physical standards.
  - B. Specialty clothing (footwear, inclement weather protection, etc.).
  - C. Alternate methods of staffing this post in the event of illness or injury.
2. Provide a detailed listing of the number of personnel necessary to properly manage one (1) post twenty-four (24) hours per day, seven (7) days per week.

**6.3 INTERVIEW AND PRODUCT DEMONSTRATION**

Please see Section 4.2.3: Interviews & Product Demonstrations.



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**6.4 FINANCIAL CAPABILITY**

**6.4.1 Financial Capability**

Respondents must provide a statement regarding their organization’s financial strength. In addition, they should include proof of financial capability if any capital improvements are proposed. At a minimum, this section should answer the following questions:

1. Demonstrate that your organization has, or can obtain, adequate financial resources to perform the services under any Contract resulting from your Proposal.
  - a. Describe your working capital/cash position and your ability to remain viable over the proposed Contract term.
  - b. Provide copies of audited annual financial statements for the last three (3) years, and proof of up-to-date taxes from unlisted companies.
  - c. Provide details of any material changes (e.g., ownership, structure, acquisitions, etc.) in the last financial year.
2. Provide your projected operating expenses in the areas of staff, equipment, utilities, and other routine operating expenses.
3. Provide your projected sales revenue, with a detailed analysis to support the revenue projection.
4. Provide your current D-U-N-S Number. Indicate how long you have had the number.
5. Provide your current federal tax ID number. Indicate how long you have had the number.
6. Complete the W-9 Request for Taxpayer Identification Number and Certification Form (Attachment M).



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**6.5 INSPECTIONS, AUDITS, AND REPORTING**

Inspections, audits, and reporting will be required under this RFP as follows:

The Contractor will be responsible for communicating directly with the County on reports, complaints, requests, and modifications to services, as needed.

Contractor will abide by all terms and conditions regarding inspections, audits, and reporting contained in the sample agreements. In particular, the Respondent should review and ensure it is able to comply with the following sections:

- 18 – Targeted Business Enterprise Participation.
- 24 – Maintenance of Records; Audits.
- 25 – Equal Opportunity Employment and Non-Discrimination Policy.

Additionally, the Contractor will make available upon the County’s request proof of insurance and other such reports or documents as may be needed.

**Provide a statement certifying that you have read and agree to abide by the above. In addition, please provide a written narrative indicating how you intend to comply.**

**6.6 REFERENCES**

Provide three references where you have provided services of a similar nature and scope within the last three (3) years. This may include contracts that were canceled, terminated or not extended. Please describe services or solutions provided, number of staff assigned to the client, number of locations served for the client, and any additional information necessary to understanding the scope of work provided for the client. Include name and telephone number of contact person(s), which can be used as references for services provided and solutions purchased. Selected reference organizations may be contacted and/or visited particularly at other airports.

**6.7 NO EXCEPTIONS TO RFP**

Respondent is advised that exceptions to any terms and conditions contained in this RFP or the Contract must be stated with specificity in its response to the RFP. The points available under this criterion may be deducted if the Respondent takes exception to any language to this RFP package.



## 7 COST PROPOSAL

---

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

### 7.1 PRICING MODEL

Respondents must submit an annual pricing model for the proposed services for a 3-year contract with up to two (2) optional 1-year renewals. Pricing must be comprehensive for the proposed services, and must include implementation, migration of data (if needed), ongoing costs, and termination costs, if any. In the pricing model, the following should be considered:

- Costs not identified in the cost proposal will not be entertained during contract negotiations.
- Any County staff involvement must be clearly identified in the vendor's Proposal so the County's internal costs can be identified.

### 7.2 COST PROPOSAL NARRATIVE

The Respondent should provide a brief narrative (not longer than two pages) in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal. For example, evaluators will expect detailed explanation of Phishing Managed Services to correspond to Phishing Managed Services items if described in the Technical Proposal. Please compose and return this document in a Microsoft Word format.

### 7.3 COST ASSUMPTIONS, CONDITIONS AND CONSTRAINTS

The Respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules. It is of particular importance to describe any assumptions made by the Respondent in the development of the Respondent's Technical and/or Resource Proposal that have a material impact on price. It is in the best interest of the Respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Cost Schedules. Assumptions, conditions or constraints that conflict with the County's requirements are not acceptable. Please compose and return this document in a Microsoft Word format.



## 8 APPENDIX

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This Section includes the following Attachments:

- Attachment A: Vendor Information Sheet
- Attachment B: Technical Proposal Cover Sheet
- Attachment C: Compensation Proposal Cover Sheet
- Attachment D: Exceptions
- Attachment E: Proprietary Information Disclosure Form
- Attachment F: Conflict of Interest Stipulation
- Attachment G: EEOC Compliance Form
- Attachment H: Certification Regarding Debarment or Suspension
- Attachment I: Targeted Business Enterprise Utilization Form
- Attachment J: Insurance and Indemnity Acknowledgement Form
- Attachment K: Sample Contract
- Attachment L: Sworn Statement of Respondent



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## ATTACHMENT A

# VENDOR INFORMATION SHEET

This form must be completed and submitted with the Proposal. It is intended to provide the County with information regarding the proposing vendor's name and address and to identify the specific person(s) responsible for preparation of the vendor's response. Each proposing vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

**Vendor Address:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

### Vendor Response Prepared By:

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

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

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



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ATTACHMENT B

# TECHNICAL PROPOSAL COVER SHEET

***Sign and Submit with Proposal***

In submitting and signing this Proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this Proposal has not knowingly been disclosed prior to the opening of the Proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this Proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this Proposal in order to evaluate and compare all responses to **RFP #98180021: Unarmed Security Officer Services**

**Representative Name:** \_\_\_\_\_

**Representative Title:** \_\_\_\_\_

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

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



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ATTACHMENT C

# COST PROPOSAL COVER SHEET

*Sign and Submit with Proposal*

In submitting and signing this Proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this Proposal has not knowingly been disclosed prior to the opening of the Proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this Proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this Proposal in order to evaluate and compare all responses to **RFP #98180021: Unarmed Security Officer Services**

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

**Representative Name:** \_\_\_\_\_

**Representative Title:** \_\_\_\_\_

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

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





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ATTACHMENT E

# PROPRIETARY INFORMATION DISCLOSURE FORM

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 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.

**Prices always become public information and therefore cannot be kept confidential.**

Other information 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:

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.

The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page Number	Topic
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IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.



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

**Proposing Vendor Name:**

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**Authorized Representative:**

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**Title:**

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**Signature:**

---

**Date:**

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ATTACHMENT F

# CONFLICT OF INTEREST STIPULATION

For purposes of determining a possible conflict of interest, all vendors submitting a Proposal in response to this RFP must disclose if any Milwaukee County employee, agent, or representative, or an immediate family member of any Milwaukee County employee, agent, or representative is also an owner, officer, employee, agent, or representative of the organization submitting the Proposal. For purposes of this Stipulation, "immediate family member" means an individual's spouse, parents, children, grandparents, aunts, uncles, brothers, sisters, and the spouse of any parent, grandparent, child, aunt, uncle, brother or sister. If you are unsure whether the individual qualifies as an "immediate family member," Please answer "YES" and provide the individual's name and relationship to a County employee below.

Please answer below either **YES** or **NO**.

Is any Milwaukee County employee, agent, or representative also an owner, officer, employee, agent or representative of your organization?

**YES**

**NO**

If the answer to the question above is YES, identify the individual's name, the individual's position with Milwaukee County, and the individual's role in your organization.

**Employee Name:**

**Employee Position:**

**Role in Respondent's  
Organization:**



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Is the immediate family member of any Milwaukee County employee, agent, or representative also an owner, officer, employee, agent, or representative of your organization?

YES

NO

If the answer to the question above is YES, provide the individual's name, the individual's role in your organization, the individual's relationship to the County employee, the County employee's name, and the County employee's position with Milwaukee County.

<b>Name:</b>	
<b>Role in Respondent's Organization:</b>	
<b>Relationship to County Employee:</b>	
<b>County Employee's Name:</b>	
<b>County Employee's Position:</b>	

The appropriate corporate representative must sign and date this Conflict of Interest Stipulation below.

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

**Authorized Representative:** \_\_\_\_\_

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

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

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



MILWAUKEE COUNTY  
RFP # 98180021: Unarmed Security Officer Services

## ATTACHMENT G

# EEOC COMPLIANCE

### 2018 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

#### **Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)**

CONTRACTOR certifies that in the performance of work or execution of this Contract, it 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.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions 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.

#### **Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))**

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive



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consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**Affirmative Action Program (41 CFR 60-1.40)**

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the Contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

**Non-Segregated Facilities (41 CFR 60-1.8)**

CONTRACTOR 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..

**Subcontractor**

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

**Reporting Requirement**

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

**Affirmative Action Plan**

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of Contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR 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 the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.



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**Employees**

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: \_\_\_\_\_. CONTRACTOR certifies that it has the following total number of employees in its workforce: \_\_\_\_\_.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

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

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

Representative: \_\_\_\_\_

*(Signature/Title)*



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ATTACHMENT H

# CERTIFICATION REGARDING DISBARMENT AND SUSPENSION

The applicant certifies to the best of its knowledge and belief that its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding the date of this Proposal 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 charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a three-year period preceding the date of this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

**Proposing Vendor Name:**

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**Authorized Representative:**

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**Title:**

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**Signature:**

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**Date:**

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## ATTACHMENT I

# TARGETED BUSINESS ENTERPRISE UTILIZATION FORM

Targeted Business Enterprise (TBE): A for-profit small business that is Minority- or women-owned business certified with the State of Wisconsin Department of Administration (DOA), Disadvantage Business Enterprise (DBE) certified with the Wisconsin UCP, or registered as small business enterprise in the SBA SAM registry.

Please follow the links below to access Directories of firms eligible for credit:

Firm Certification	Link
DBE	<a href="http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx</a>
MBE and WBE	<a href="http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx</a>
Milwaukee County SBE	<a href="https://mke.diversitycompliance.com/Default.aspx">https://mke.diversitycompliance.com/Default.aspx</a>
SAM Directory for Federal SBE	<a href="https://www.sam.gov/portal/SAM/#1">https://www.sam.gov/portal/SAM/#1</a>

The undersigned hereby agrees to the following:

**CONTRACT ADJUSTMENTS:** The successful Respondent 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.

**WRITTEN CONTRACTS WITH TBE:** The County requires that the successful Respondent enter into contract with its TBE(s), directly or through subcontractors. 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.

**SUBSTITUTIONS, TBE SUBCONTRACTING WORK:** The successful Respondent 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



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any substitutions. TBE firms are required to notify and obtain approval from the County prior to seeking to subcontract out work on this project.

**TBE UTILIZATION REPORTS:** The successful Respondent will enter payments to subcontractors 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:

**414.278.4751** or [cbdpcompliance@milwaukeecountywi.gov](mailto:cbdpcompliance@milwaukeecountywi.gov)

**Proposing Vendor Name:**

---

**Authorized Representative:**

---

**Title:**

---

**Signature:**

---

**Date:**

---



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ATTACHMENT J

# INSURANCE AND INDEMNITY ACKNOWLEDGEMENT FORM

Vendor has read, understands, and acknowledges all Liability clauses below, and must, at the time of Contract award provide to the County proof of all such clauses.

**Indemnification**

Contractor/Consultant agrees to the fullest extent permitted by law to indemnify, defend and hold the County harmless, including its agents, officers and employees, from and against all loss or expense, including costs and attorneys fees, by reason of claims made under worker's compensation law and/or liability for damages or loss including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor/Consultant, or its agents which may arise out of or are connected with the activities or operations of Contractor/Consultant covered by this Agreement, including any claim or award of damages arising out of U.S. patent, trademark or copyright infringement, all without the County waiving any governmental immunity or other right available to the County under Wisconsin Law.

Contractor/Consultant shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

**Insurance**

Vendor 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 Vendors 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 the County 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.

Vendor 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



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Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Automobile Liability Bodily Injury and Property Damage All Autos	\$5,000,000 Per Accident
Professional Liability Refer to Additional Provision A.1.	\$5,000,000 Per Occurrence \$5,000,000 Aggregate
Cyber Liability Refer to Additional Provision A.2.	\$5,000,000 Per Occurrence \$5,000,000 Aggregate

Milwaukee County shall be named as an Additional Insured on the General, Automobile, and Cyber Liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to 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 – Additional Provision.

Vendor 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 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.

A.2. Cyber Liability – Additional Provisions

Vendor agrees to maintain and provide additional information on its cyber liability coverage as respects policy provisions; i.e., media, security, privacy, regulatory, 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.



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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.

At a minimum, cyber liability coverage will contain the following provisions at full policy limits:

- Media Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for content-based injuries such as libel, slander, defamation, copyright infringement, trademark infringement, or invasion of privacy.
- Security Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus.
- Privacy Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security.
- Regulatory Proceedings; i.e., Liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information and/or a failure of network security. Coverage includes fines and penalties where insurable by law and compensatory damages.
- Breach Event Expenses; i.e., Reimbursement coverage for the insured's costs to respond to a data privacy or security incident. Covered expenses include computer forensics expenses, legal expenses, costs for a public relations firm and related advertising to restore your reputation, consumer notification, call centers, and consumer credit monitoring services.



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ATTACHMENT K

# SAMPLE CONTRACTS

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RFP # 98180009: Phishing MSSP

ATTACHMENT L

# SWORN STATEMENT OF RESPONDENT

I, being first duly sworn at \_\_\_\_\_,  
City, State

On oath, depose and say I am the \_\_\_\_\_  
Official Title

Of the Respondent, \_\_\_\_\_,  
Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through Milwaukee County, in detail before submitting this Proposal.
- I have indicated review, understanding and acceptance of the RFP.
- I certify that all statements within this Proposal are made on behalf of the Respondent identified above.
- I have full authority to make such statements and to submit this Proposal as the duly recognized representative of the Respondent.
- I further stipulate that the said statements contained within this Proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

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

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

**Subscribed and sworn to before me**

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public, \_\_\_\_\_ County

State of \_\_\_\_\_

My commission expires \_\_\_\_\_.