

**Official Notice # 57159**

**UNARMED SECURITY GUARD SERVICE FOR THE CENTURY CITY SITE  
(FORMERLY KNOWN AS THE TOWER AUTOMOTIVE SITE)**

The Redevelopment Authority of the City of Milwaukee (RACM) is seeking proposals from qualified firms (the “Contractor”) to provide unarmed security services at the Century City Site (formerly known as the Tower Automotive Site.) This site includes the former 74 acre manufacturing facility and adjacent parking lots.

**The RFP can be found on the DCD’s web site at the following link:**

<http://www.mkedcd.org/RFP>

Questions regarding this RFP should be addressed to RACM’s Contract Compliance Officer, Scott Stange, in writing via email at [sstang@milwaukee.gov](mailto:sstang@milwaukee.gov) or to the Redevelopment Authority of the City of Milwaukee, Attn: Scott Stange, 809 N. Broadway, 3<sup>rd</sup> floor, Milwaukee, Wisconsin 53202.

**A Question and Answer Session will be held on November 19, 2009 at 9:00 a.m. at the DPW Field Headquarters (in the Assembly Room) – 3700 North 35<sup>th</sup> Street.**

**Deadline for questions regarding the RFP are due by November 20, 2009.**

**Proposals are due November 30, 2009, by 11:00 a.m.**

**November 6, 2009**

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**Redevelopment Authority of the City of Milwaukee  
809 North Broadway  
Milwaukee, Wisconsin 53202**

## **I. Background**

A.O. Smith, and later Tower Automotive, maintained a manufacturing operation on a sprawling 150 acre complex near North 35<sup>th</sup> Street and West Capitol Drive for more than 90 years. The complex was one of the largest industrial facilities in Wisconsin and employed thousands of workers in the Milwaukee metropolitan area. The complex's peak workforce was more than 9,000 but began to decline with shifts in the auto industry in the 1970s.

In 2005, Tower Automotive filed for bankruptcy and ultimately shut down operations. Since 2005 the 150 acre complex has been broken up and sold off into smaller parcels. The condition of remaining buildings and infrastructure on-site has declined significantly. This is particularly true of the infrastructure and buildings located east of the Canadian Pacific/Soo Line railroad tracks.

In late 2009, the Redevelopment Authority of the City of Milwaukee (RACM) will acquire 84 acres east of the railroad track and begin a long-term redevelopment and reinvestment initiative. This acquisition includes the 74 acre contiguous site and a series of parking lots along West Hopkins Street and North 27<sup>th</sup> Street. These parcels have approximately 2 million square feet of buildings in various states of disrepair. RACM believes that most of these buildings will need to be demolished to accommodate redevelopment and create a new business park, retail opportunities and new housing units. Asbestos containing materials, underground storage tanks, and other environmental conditions will need to be managed during the redevelopment process.

The initial phases of this project will involve demolition of dilapidated structures, asbestos abatement, environmental assessment, environmental remediation, site security, general maintenance, and other services. This phase of redevelopment activities is expected to encompass a two year period. Later phases will include the installation of new infrastructure and the site development.

Through this RFP RACM will select a qualified firm to provide security services in and around the 74 acre contiguous site and a series of parking lots for the initial phases of the project.

## **II. Scope of Services**

**SEE ATTACHED**

## **IV. Project Requirements**

### **A. Time Frame**

Upon execution of a contract with the Contractor, it is RACM's intention for the security services to begin on January 4, 2010. The time period for this contract will be for one year, with the option to extend the contract for two additional one-year periods upon agreement of both parties.

### **B. Coordination**

A staff member from RACM will coordinate the security services for this project. For the purpose of efficiency and the nature of the services to be provided, RACM requires that the assigned Contractor be accessible 24 hours a day, 7 days a week, and that files, reports and other documentation referred to in the scope of service also be readily accessible upon request by

RACM (but no later than 2 days after the request). The Contractor and RACM will establish a regular communication format through which RACM can be kept current as to any developments affecting the security of the Century City site.

### **C. Products**

The Contractor shall provide deliverables/documents as noted under the scope of services (e.g. sign-in sheets, daily log, incident reports, etc).

All reports, records, forms and other documentation from this contract will remain the property of RACM. RACM will have access to all other working papers or information stored on a computer or computer disk of the Contractor concerning this contract; the Contractor should check with RACM prior to destroying any working papers or information stored on a computer or computer disk. The Contractor may release no information about this project without the RACM's prior authorization.

### **V. Proposal Submission Requirements and Selection Procedures**

#### **A. Proposal Contents**

Contractors responding to this RFP must provide the following information in their proposals. Brevity is encouraged. Failure to comply with these requirements may be cause for the proposal to be considered non-responsive.

##### **1. Title Page**

The title page should include "**Request for Proposal #57159, Redevelopment Authority of the City of Milwaukee, Unarmed Security Services at the Century City Site,**" and the name of the firm, address, telephone number, name of contact person, e-mail address, FAX number, and date.

##### **2. Letter of Transmittal**

The letter of transmittal should concisely state the Contractor's understanding of the work to be performed. The names of those authorized to make representations on behalf of the Contractor, their titles, addresses, and phone numbers must be included.

##### **3. Cost Estimate**

The Contractor should complete and submit with proposal the Cost Proposal that will include rates that the firm will charge the RACM during the duration of the contract for the following:

- Labor (hourly and overtime rates for officers and supervisors)
- Monthly costs for patrol vehicle
- Monthly "push to talk" cell phone service
- Service Vehicle for Security Staff (cost estimate should include all maintenance for vehicle including tire replacement)

The successful contractor will be expected to honor the prices identified in this RFP for the duration of the contract, unless modified by mutual agreement in writing.

#### 4. Documentation of Past Experience and Qualifications

- a) Information about the Contractor's experience in working on similar projects. Information should include project summaries, descriptions of the firm/individual's involvement in the projects, references (no more than three) who can be contacted regarding these projects, the dates the work was performed, whether the office proposed for this contract was the servicing office, and whether key persons assigned to these projects are still with the firm and available to work on this project.
- b) Current evidence of insurance as follows:

<u>Coverage</u>	<u>Amounts</u>
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence \$1,000,000 aggregate PD \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Employee Dishonesty Coverage	\$25,000 per guard
Umbrella	\$2,000,000 per occurrence

NOTE: This umbrella liability coverage shall be written to protect the contractor and the RACM against all claims in excess of the underlying general liability, automobile and workers' compensation coverage.

The Redevelopment Authority shall be named as an additional insured with respect to liability coverage, except for the Professional Liability policy. The Redevelopment Authority shall be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in any insurance coverage.

The Insurance Certificate must be accompanied by an "Affidavit of No Interest" setting forth that: No RACM Official or Employee has or will receive anything of value in connection with furnishing of said Insurance Certificate. A sample of this form will be provided to the successful proposer

The RACM reserves the right to request additional clarifying information from prospective Contractors over and above that included in the proposal submissions.

#### 5. Staffing

Identify of the specific people/person who would manage this security project and a description of their experience and qualifications. (Upon award of the contract, the successful contractor will be required to submit a listing of all licensed officers that will be assigned to provide security services under this contract.)

## **6. Submittals and Samples.**

Contractor must submit all documents listed in the:

- Table of Contents (the LBE FORM and/or Designation of Confidential & Proprietary Information from only to be returned if applicable)
- Scope of Services (Agency License, Training Manual, all forms, and uniform pictures).

Also, provide an example of an invoice to be used for compensation.

## **7. Emerging Business Enterprise (EBE) Participation**

The goal for this contract is a total combined EBE participation rate of 25% (EBE, as certified by the City of Milwaukee). Proposers must complete and submit with their proposal Form A, as referenced in the Table of Contents.

## **8. Living Wage Provision**

Potential proposers should note that the City of Milwaukee's living wage ordinance applies to this procurement. This requires that all individuals who work on this contract be paid a minimum of \$8.80 per hour. Proposers must complete and submit with their proposal the "affidavit of compliance-living wage provision" form. Contractor will be required to make a sworn report or every 3 months to RACM, and to procure and submit a like sworn report from every subcontractor employed by the contractor, that each and every employee has been paid in full the amount of not less than \$8.80 per hour, and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.

## **B. Selection of Contractor**

The RACM will evaluate proposals and assign points to each proposal using the following criteria:

- Ability to meet the requirements in Scope of Services and proponent's over all qualifications (a maximum of 30 points);
- Total Monthly Cost of Services (a maximum of 25 points);
- EBE Business participation (a maximum of 20 points).
- Experience of the individual(s) proposed to be assigned to this project (a maximum of 20 points);
- Local Business Enterprise Program (5 points)

Note: The assignment of cost points for this service will be based on the grand total (including automobile costs where applicable) of the monthly costs proposed

## **C. Contract Format**

A fixed price contract will be entered into between the Redevelopment Authority of the City of Milwaukee and the selected Contractor based upon the scope of work defined to commence in January, 2010. This does not preclude the negotiation of additional or reduced services and contract amounts prior to the initiation of work.

The selected Contractor must be willing to sign a liability release attached to this RFP. (Upon award of the contract, all officers assigned to provide security services under this contract will be required to sign a similar liability release.)

#### **D. Submission Deadline**

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFP Requirements) to Scott Stange. Questions must be sent in writing **no later than November 20, 2009**. Questions initiated after **November 20, 2009**, will not be considered. All addendums issued by the RACM will be posted on the Internet at [www.mkedcd.org/RFP](http://www.mkedcd.org/RFP) by **November 23, 2009**.

It is the responsibility of the Proposer, prior to submitting a response to the RFP, to determine whether all addendums have been received and are included in the RFP response.

An **original and 5 (five) copies** of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., November 30, 2009**. Late submissions will not be accepted.

Proposals should be mailed or delivered to:

#### **Bid Desk**

**Department of City Development  
809 N. Broadway, 2<sup>nd</sup> floor  
Milwaukee, WI 53202-3617**

Proposal to be clearly marked: **Official Notice #57159 Unarmed Security Services at the Tower Site**

## SCOPE OF SERVICES

I. GENERAL: It is the intent of this Scope of Work to describe the requirements for UNARMED SECURITY SERVICE for the Redevelopment Authority of the City of Milwaukee at the Century City site (formerly known as the Tower Automotive site). This site includes the former 74 acre manufacturing facility and adjacent parking lots.

II. CONTRACTOR EXPERIENCE AND OTHER REQUIREMENTS:

A. Contractor must have a minimum of five (5) years experience in providing Unarmed Security Officers in following types of environments:

- Public service agencies
- Supply yards
- Maintenance/repair facilities
- Manufacturing Facilities (Abandon and/or Operational)
- Utilities.

The Contractor should submit with their proposal the following information: number of years in business, number of employees on payroll, and employee turnover rate for the past three years.

B. The successful proposer must be able to provide a Certificate from a bonding company or a Certificate of Insurance and Affidavit of No Interest for Employee Dishonesty Coverage at a minimum of \$25,000 per guard. This coverage will be in addition to the insurance requirements detailed in Section VIII of this Scope of Work.

C. Contractor must be licensed by the State of Wisconsin as a security contractor or private detective agency (in accordance with SS. 440.26). A copy of the contractor's agency license must accompany the proposal.

D. Guards supplied by the contractor must have a current State of Wisconsin Department of Regulation and Licensing Private Security Permit.

E. CONTRACTOR is required to provide daily written guard activity reports. These reports shall include all activities performed by the guard during a shift along with any unusual non-emergency information. In the event of an accident or incident, a security incident report shall be filled out immediately after appropriate action has been taken. Incident reports should be detailed and submitted before the end of a shift. Supervisors shall complete and submit a detailed supervisors report of inspection in accordance with Paragraph III, A of this Scope of work. All report forms shall be provided by the Contractor at their expense. A sample of each form described herein and elsewhere in this Scope of Work must be submitted with the proposal.

F. The Contractor shall maintain for the duration of the initial contract term and for any extensions an office that is staffed twenty-four (24) hours a day that must be able to provide a return call from a responsible contact person within twenty minutes of receiving a call from the RACM.

The address of this facility must be included with the Contractor's proposal

G. The Contractor must include details on the type of training that is given to their security officers with the proposal. Contractor shall provide proof that all officers assigned to the RACM have received a minimum of 32 hours of training in the following areas:

1. Specialized emergencies (i.e. basic firefighting, bomb threat procedures, etc.)
2. Interpersonal relationships
3. Communication skills (i.e. report writing and record keeping)
4. First aid (including CPR/AED)
5. Crowd control
6. Tour and Patrol Techniques

Proof of pre-site and on the job officer training must be provided with the drug screening and background check information when it is provided to RACM's Project Manager. Security officers who have not received the required pre-site and on-the-job training, or have not passed a certifiable drug screening test and background check detailed herein will not be allowed to provide the services requested herein.

NOTE: The RACM may provide the successful contractor with other site specific duties, assignments, training requirements, etc. in addition to those detailed in this Scope of Work to supplement the supervisor and officer training prior to assignment to a site specific location and on an as required basis. Compensation for any additional items will be discussed at that time.

H. Upon award of the contract, the successful Contractor must supply a listing of all of the licensed officers that will be assigned to provide security services under this contract. This listing shall be provided to the designated RACM representative(s) for review and approval prior to starting any work. In addition to the listing, the successful Contractor is required to provide written confirmation that all of the officers assigned to provide security services under this contract have passed a certifiable drug screening test and are participating in a drug re-screening program that is acceptable to the standards of the RACM. The drug screening test and re-screening program shall be applied to each officer that is assigned to provide security services under this contract. All costs related to the drug screening tests shall be the responsibility of the Contractor. **The RACM also reserves the right to conduct an on-site (right of refusal) interview with every officer designated for assignment to a RACM facility**

I. The successful Contractor shall conduct a complete background investigation of all officers assigned to provide security services under this contract and shall provide that information to the RACM prior to the start of any work. All costs related to the background investigations shall be the responsibility of the Contractor.

NOTES:

Contractor shall update their listings of officers assigned to provide security services under this contract resulting from reassignment and/or new hires on an as needed basis. No reassigned officer or new hire will be allowed to start work under this contract until the designated RACM representative has reviewed the drug testing and background investigation paperwork provided by the Contractor for that officer and has approved the officer for work

The successful contractor is required to provide the documentation for proof of training, the drug testing, and the background checks to the site specific designated RACM representatives no later than fourteen (14) calendar days prior to the contract commencement date.

- J. Recognizing the confidential nature of the information associated with this work, neither the security contractor nor any of the contractor's employees and subcontractors shall discuss nor disclose any information regarding any of the internal security operations of the RACM and this Scope of Work with any uninvolved persons or agencies. The security contractor shall not release any information either verbally or in writing to any uninvolved persons and/or agencies without prior written approval from the RACM. Also, no photographs of any of the RACM facilities or its operations covered by this Scope of Work are permitted without the written consent of the designated RACM representative.
- K. Contractor shall insure that all uniformed personnel provided under this Scope of Work are on time, alert, and capable of performing their assigned duties. If the assigned officer does not report on time the Contractor is required to send a replacement officer within one hour of receiving notice unless another arrangement has been made with the site specific designated City representative.
- L. All service shall be performed in a professional manner. All security officers shall be neat and clean; and their appearance shall set a good example.
- M. In emergency situations, Contractor must be capable of providing additional officers to back-up assigned officers within a period not exceeding two (2) hours of receiving notification from the RACM.
- N. The Contractor shall be responsible for furnishing all labor, uniforms, radios, flashlights, batteries, cellular phones, chargers, other related equipment (exclusive of that specifically identified in this specification as being furnished by the RACM), supervision, and training.

Officers must display a valid security company ID, containing a picture of the officer, at all times while in the facility as part of their uniform requirements

Supervision and Officer requirements (i.e. increase or decrease in the number of officers, changes in required duties, etc.) may be modified at the RACM's request without affecting the proposed hourly billing rates.

NOTES:

The RACM will provide the Contractor with a minimum of twenty-four hours notice for any changes

- O. The Contractor shall be required to evaluate the current site based security requirements and make recommendations to increase the efficiency of security operations under this contract. This evaluation process will be an on-going process for the duration of the contract based on the number of incidents at a particular location and/or pending upgrades in technology or methodology. Monthly quality meetings shall be conducted between representatives of the RACM and the Contractor in order to discuss methods of maintaining and improving the overall quality of service provided by the Contractor. When requested by the RACM, the Contractor's representative(s) should be prepared to provide suggestions at these monthly meetings detailing how the level of security service under this contract can be improved. The Contractor's representative(s) should also use these monthly meetings to recommend their own changes to the security requirements for the purpose of improving or streamlining the current level of security service under his contract. Security level improvements shall not be implemented without the prior written approval of the designated RACM representative.
- P. Contractor is required to provide written post orders documenting site specific operational instructions the guards are to follow. These procedures are to be created with input from the RACM designated representatives and must be approved in writing before they are

implemented. All assigned guards shall read and sign off on these post orders as part of their on-going training.

- Q. Contractor shall be required to perform all necessary security services and duties as outlined in this Scope of Work. The requirements of this Scope of Work shall continue uninterrupted despite strikes, threats of strikes or walkouts, terrorist activities, emergencies, and adverse weather conditions or disasters (natural, deliberate, or accidental). Should the Contractor at any time be unable to provide the required personnel or equipment, the RACM shall reserve the right to obtain resources on the open market from other security contractors as the needs arise. Should the cost for obtaining resources from other security contractors exceed those proposed by the successful contractor, the RACM shall make deductions from current invoices for the difference between the proposed price and the open market price.
- R. Contractor must provide with the proposal colored pictures of the different types of supervisory and trained personnel uniforms that are available.
- S. Contractor's Supervisors and Officers shall have and maintain a current and valid driver's license
- T. **Contractor must provide a copy of their Guard Training Manual with their proposal.**

III. GENERAL SUPERVISOR DUTIES:

- A. Provide administration and operational direction of the security force in carrying out the provisions of the site security program. Visit the site as outlined in Paragraph VIII and provide a detailed supervisor's report of the inspection to the appropriate client contact within twenty-four hours of the visit.
- B. In a pro-active role, recommend to the RACM new or revised security procedures as deemed necessary for RACM consideration and share them at the monthly quality meetings.
- C. Review and maintain all security records/reports to assure accuracy and completeness.
- D. Provide special training at the request of the designated site contact person in order to address specific client concerns regarding deficiencies in guard training or performance.
- E. Participate in security related training exercises and skill evaluations.

IV. GENERAL OFFICER DUTIES:

- A. Security force personnel will check all doors to ensure that they are locked, inspect all areas by turning on a minimum number of lights, check for open windows, running or dripping water, locked doors, windows, coffee pots left on, etc. All lights are to be turned off when leaving the area. Other reasonable duties as requested at the various sites shall also be conducted.
- B. Report to their assigned work site on time and in the uniform according to the standards established herein.
- C. Must be able to maneuver stairs and other physically demanding terrain at the site as part of regular duties. Security Officers must make all building rounds/tours as assigned by the City contact.

- D. Take appropriate action to preclude or minimize loss and render reports of all incidents, accidents, property damage, and maintain all records in connection with the duties and responsibilities of the security force.
- E. Report any irregular functioning equipment to RACM personnel on site and document it on the daily officers' report.
- F. Turn off all unnecessary lights.
- G. Check the site for vandalism, vehicular damage, illegal dumping, illegal entry, and properly document it in the daily officer's report.
- H. Continually change their pattern for making rounds, unless directed otherwise.
- I. Assist in serving as crowd monitor for special functions during their shift as directed by RACM's designated site representative.
- J. Record all property damage discovered on rounds and properly document it in the officer's daily report.
- K. Report any out of the ordinary or unusual situations.
- L. Perform other related duties as may be assigned by RACM's designated site representative.
- M. Call the Police for ordinance violations.
- N. Assist persons who become ill and call for emergency help.
- O. Investigate thefts and fill out the necessary reports.
- P. Watch for persons who are damaging or stealing RACM property and report that to the on-site RACM personnel and/or the Police.
- Q. Be willing and able to perform all duties described in Paragraph IV.A-R in unfavorable work and weather conditions.
- R. Fitness for Duty Requirement:

If relief officer shows up in a condition unfit for duty, i.e. sick, has been drinking, is out of uniform, brought another person with them, etc., the officer on duty shall:

1. Remain at their post.
2. Notify their supervisor immediately.
3. Stay at their post until their supervisor or a qualified replacement officer relieves them.

V. REFERENCES:

Proposers are required to submit with their proposals the names of at least three (3) firms (current and past) from the greater Milwaukee or Milwaukee County area for whom they have provided services similar to those described in this Scope of Work. This shall include the name of the firm, contact person, and phone number.

VI. WORK LOCATION:

A. **CENTURY CITY SITE (F.K.A THE TOWER AUTOMOTIVE SITE):**

There are eight adjacent parcels associated with the Century City Site. They include a 74 acre "primary site" and seven associated parcels known as "outlots." The Primary site has approximately 30 industrial and office buildings spread over 74 acres. These outlots are vacant parking lots. The addresses of the outlots are as follows: 3533 North 3533 North 27th St. (aka 2725 West Hopkins Street), 3010 W. Hopkins Street, 2900 West Hopkins Street, 2926 Adjacent West Melvina Street, 2642 West Hopkins Street, 3424 North 27th Street, and 2537 West Hopkins Street. (See attached map).

II. EQUIPMENT AND KEYS, RACM SUPPLIED:

- A. All property furnished by the RACM as part of this contract shall remain the property of the RACM and shall be used only in the performance of the duties outlined in this Scope of Work.
- B. During the contract term, the contractor shall be responsible for the loss or damage of any equipment supplied by the RACM that is the result of negligence or unauthorized use by the contractor's employees and Subcontractors.
- C. Upon termination, for whatever reason, the Contractor is responsible for the return of all equipment and keys assigned to them (making unauthorized copies of the keys is prohibited).
- D. Failure to return all equipment and keys shall result in a penalty whereby the Contractor will be held liable for all cost associated with changing of all locks resulting from non-returned or lost keys and/or the replacement of said equipment. Said penalty shall be deducted from the RACM's outstanding balance due the contractor at the time of termination or will be invoiced to the vendor if there are no outstanding invoices.

VIII. EQUIPMENT, CONTRACTOR SUPPLIED:

- A. The Contractor must supply all the uniforms for their personnel. Uniforms shall be of the same color and style, and well suited for the conditions at the Site. Footwear shall be appropriate for the conditions and assignments at the various locations.
- B. The Contractor must provide three (3) "push to talk" cell phones, from a nationally known cell phone service provider (e.g. Nextel, Verizon, etc), which provides transmission and receiving capabilities for security personnel and authorized RACM personnel as required. Appropriate backup communication equipment is also the responsibility of the Contractor.
- C. The Contractor must provide a suitable vehicle for performing patrols around the inside of the site and on public right-of-ways adjacent to the site. This vehicle shall be in good working condition. Contractor shall be responsible for all maintenance of the vehicle including, but not limited to tire repair/replacement It shall have the word security and/or the Contractor's company logo prominently displayed at all times. The vehicle shall be equipped with an amber colored light bar and spotlight. Contractor shall be responsible for maintenance

IX. SPECIFIC REQUIREMENTS:

A. SUPERVISION REQUIREMENTS:

- 1. The Contractor will provide direct site supervision of the guards on a daily basis including weekends. Supervisor will visit the Site **once every week and on the weekends at least twice per month**. Visits shall be

on a random shift basis to ensure all shifts are adequately covered.

2. A supervisor from the security service company will be responsible for meeting with the RACM's Project Manager on a monthly basis or as situations occur, at a mutually accepted time to discuss related work performance, issues or concerns. A detailed summary of the meeting, including recommendations and actions, shall be prepared and submitted to the RACM's Project Manager within a day of the meeting.

**B. COVERAGE:**

1. Security coverage at the Site is required 24 hours per day 7 days per week including holidays.
2. The RACM reserves the right to modify or reduce this coverage as deemed appropriate to meet its needs.
3. Security personnel assigned to work full time at the Site locations shall not be assigned to work at other accounts. This does not apply to part time guards.
4. No security personnel assigned to the Site shall work more than a total of twelve hours out of twenty four.
5. Security personnel must remain on duty until properly relieved by other security personnel. If the Contractor is unable to provide relief at the end of a shift, the RACM shall not be billed for that officers extra time at the overtime rate. No security personnel shall be assigned to the Site (even as relief) immediately after working another assignment regardless of duration.
6. Additional security personnel may need to be assigned during special events and activities, or to assist with plant tours as required.
7. Security personnel are required to remain in constant communication at all times with the guard booth located at the site's main entrance gate on West Hopkins Street via either two-way radio or cellular telephone.

**C. OFFICER REQUIREMENTS: Security personnel are required to perform the following detailed duties and responsibilities:**

1. Complete and maintain a daily log of activity and submit to RACM's Project Manager on a daily basis.
2. Immediately report any breaches of security procedures, unauthorized access or unusual or suspicious activity to the Site. Complete written reports of these incidents that are legible, timely and inclusive of all pertinent information and actions taken and submit to RACM's Project Manager.
3. Assist in the response to activated door alarms or other emergency situations when notified by RACM's Project Manager.
4. Control access and maintain documentation of all personnel and visitors entering or leaving the facility grounds in accordance with established procedures.

5. Maintain continued presence, by at least one officer, at site's main entrance gate on West Hopkins Street main access gate 24 hours a day for control and documentation purposes. These hours are subject to modification by the RACM.
6. Perform a roving patrol inspection once an hour at random times of the complete Site grounds and adjacent "outlots." parking lots. This is subject to modification by the RACM. Inspections shall include but not be limited to exterior light outs, cuts or breaks in the fence-line, observed incidents of vandalism facility damage, fence breaches, unauthorized vehicle parking, vehicular damage, illegal dumping, illegal entry and/or any criminal activity at the site.
7. Participate and assist in all emergency evacuation procedures.
8. Check all doors and overhead garage doors of all buildings and structures to make sure they are locked and closed, a minimum of three times per shift.
9. Question all persons found in buildings. Document dates/times, names, physical descriptions, building location, and other relevant information.
10. The Contractor must conduct a check all exterior entrances of selected buildings on the Site to make sure they are locked and secure, a minimum of three times on each shift. All discrepancies will be reported to the RACM representative.
11. Officers are required to present a neat appearance and to be in uniform during all work hours.

D. SCHEDULES: The following schedules are subject to change:

2 to 4 security officers will be present at the Site 24 hours a day, seven days a week, 365 days a year. This number is subject to change at the discretion of RACM.

NOTE: The officers are to be able to work independently in different areas of the Site grounds, yet be able to work as a team if and when the situation requires.

E. EQUIPMENT FACILITIES REQUIREMENTS:

1. Contractor is required to furnish and maintain cellular phones, accessories and batteries for emergency and routine communications with RACM's Project Manager. Cell phones will be used only for business and to communicate with supervisors. Personal use of the security project cell phones is prohibited.
2. Contractor is responsible for determining, providing and maintaining any related transportation needs in order to properly conduct and comply with inspection rounds requirements.
3. RACM will furnish and provide temporary and/or permanent guard house facilities at the site's main entrance gate entrance located on West

Hopkins Street. Facilities shall include electrical power, heat and restroom facilities.

4. RACM will permit the use of restroom facilities within building #8 of the Site on an as required basis. No locker or changing room facilities are provided

## **General RACM RFP Requirements**

### **1. Interpretations of RFP**

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Redevelopment Authority of the City of Milwaukee, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Contractor as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Contractors shall be bound by such, whether or not received by the Contractor.

### **2. Receipt of Proposals**

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Contractors are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Contractors should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

### **3. Withdrawal of Proposals**

Proposals may be withdrawn on written request dispatched by the Contractor in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Contractor in preparing a proposal for offer to RACM confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Contractor, the Contractor will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

### **4. Rejection of Proposals**

RACM reserves the right to reject the proposal of any Contractor who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

### **5. Award of Contract**

Staff from RACM (City) will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the staff intends to select a Contractor based on the proposals received, the staff may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. The RACM (City) will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

#### **6. Contract Payments**

The RACM (City) and the Contractor will agree on a performance and payment schedule. The Contractor will submit to the RACM (City) invoices itemizing the services performed as a percentage of task completion and cost incurred since the last request for payment. Payment will be made only after review of the Contractor's work product and upon acceptance by the RACM (City) of the deliverables and services performed.

#### **7. Termination of Contract for Cause**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the RACM (City) shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Contractor under this contract shall, at the option of the RACM (City), become the property of the RACM (City). Notwithstanding the above, the Contractor shall not be relieved of liability to the RACM (City) for damages sustained by the RACM (City) by virtue of any breach of the contract by the Contractor.

#### **8. Sales Tax**

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the City of Milwaukee is exempt from Wisconsin Use and Sales Tax. Contractors, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Contractor. Contractors are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

#### **9. Request for Proposal**

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Contractor has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Contractor regarding the status of his response. However, the RACM (City) reserves the right to enter into discussion with Contractors for purposes of clarification or further information.

#### **10. Miscellaneous**

The RACM (City of Milwaukee) reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. The RACM (City) will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or the RACM (City of Milwaukee) has or will receive anything of value in connection with the issuance of this contract.

### **11. Equal Employment Opportunity**

The Contractor agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Contractor must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

### **12. Indemnification**

The Contractor agrees that it will indemnify, save and hold harmless the RACM and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the RACM or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees or subcontractors.

RACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Contractor or any of its agents, servants, employees or subcontractors, to the Contractor or its insurer and, upon such tender, it shall be the duty of the Contractor and its insurer to defend such claim or action without cost or expense to RACM.

### **13. Slavery Disclosure**

The successful Contractor will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

### **14. Ethics**

It is the policy of the Department of City Development, Redevelopment Authority (DCD-RACM), that contracts shall not be awarded to any Contractor team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

### **15. Wisconsin Public Records Law**

Both parties understand that the Redevelopment Authority of the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist the Redevelopment Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the Redevelopment Authority harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

## COST PROPOSAL

**COST PROPOSAL FOR RFP No. 57159  
REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE  
UNARMED SECURITY GUARD SERVICE FOR THE CENTURY CITY SITE**

HOURLY RATE/SALARY - OFFICERS	
HOURLY RATE/SALARY/SUPERVISORS	
OVERTIME HOURLY RATE/OFFICERS	
OVERTIME HOURLY RATE/SUPERVISORS	
AUTOMOBILE COSTS/MONTHLY	
CELL PHONE COST/MONTHLY	

PROPOSING FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED/TYPED NAME: \_\_\_\_\_



FORM A

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE (RACM)  
PRIME CONTRACTOR'S AFFIDAVIT OF COMPLIANCE FOR  
PARTICIPATION IN THE RACM EMERGING BUSINESS ENTERPRISE PROGRAM**

Official Notice # 57159

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

The bidder's commitment for EBE participation on this project is ..... \_\_\_\_%.

The undersigned hereby states that he/she has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached bid or selection of subcontractors or material suppliers for such bid.

The undersigned acknowledges, understands, and agrees that submission of a bid shall commit the bidder to comply with the **RACM's** Emerging Business Enterprise Program.

The undersigned also states that all the above information is true and correct to the best of his/her knowledge.

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

\_\_\_\_\_  
Authorized Signature and Title

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

STATE OF WISCONSIN, COUNTY OF \_\_\_\_\_

The above personally came before me this \_\_\_\_ day of (month) \_\_\_\_\_, (year) \_\_\_\_\_, and acknowledged that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public \_\_\_\_\_ County of \_\_\_\_\_, Wisconsin

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

**RELEASE – CONTRACTOR**

**SIGN-OFF REQUIRED TO ENTER SUBJECT PARCEL**

The undersigned (herein called “Contractor”) wishes to enter lands in Milwaukee, Wisconsin at:

- 2900 W. Hopkins Street
- 3010-3024 W. Hopkins Street
- 2926 Adj. West Melvina Street
- 2823 W. Vienna Avenue
- 3533 N. 27th Street
- 2642 W. Hopkins Street
- 3424 N. 27th Street
- 2537 W. Hopkins Street

herein called the “Subject Parcel.”

The Redevelopment Authority of the City of Milwaukee (“RACM”) and the City of Milwaukee (“City”) signed an “Agreement for Purchase and Sale,” dated as of June 29, 2009 (the “PASA”) whereby RACM, on terms and conditions in the PASA, agreed to buy the Subject Parcel from Milwaukee Industrial Trade Center, LLC (“MITC”).

RACM and/or City have engaged Contractor to do certain work at the Subject Parcel.

The Subject Parcel has environmental adversities, known and unknown, including, but not limited to, the presence of asbestos, including friable asbestos. Also, other hazards exist on the Subject Parcel, including, but not limited to, aged and dilapidated buildings and improvements, and heavy equipment, which could present health and safety hazards. RACM and City have, and they hereby do, warn Contractor to take precautions to safeguard human health and safety while in, on, or about the Subject Parcel, and RACM and City urge Contractor to warn and advise Contractor’s employees and agents and subcontractors to also take precautions to safeguard human health and safety while in, on, or about the Subject Parcel.

Contractor enters the Subject Parcel of its own free will, and at its own risk, understanding there may be dangers, and on behalf of itself, its successors, heirs, estates, and assigns, Contractor does hereby and forever release RACM and City (and their respective employees) from any and all expense, damage, claim, loss, injury, and liability, associated directly or indirectly, with Contractor’s (or anyone claiming by, through or under Contractor’s) entry onto the Subject Parcel and/or associated directly or indirectly with conditions at the Subject Parcel.

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

CONTRACTOR (Company or Entity Name): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Phone No. \_\_\_\_\_

Signed By:

/x/ \_\_\_\_\_

Name Printed: \_\_\_\_\_

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



DEPARTMENT OF ADMISTRATION  
BUSINESS OPERATIONS DIVISION  
PROCUREMENT SERVICES SECTION

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM  
AFFIDAVIT OF COMPLIANCE

**Important Note\*:** This form must be submitted with your bid, in order to be considered for LBE status.

Bid/RFP #: \_\_\_\_\_

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

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

City, State, Zip \_\_\_\_\_

This affidavit of compliance will be the contractor's sworn statement that the firm meets the following criteria:

- The firm's physical location is currently located within the geographical boundaries of the City of Milwaukee. Post office boxes and residential addresses shall not suffice to establish status as a Local Business Enterprise.
- The firm's physical location has been located within the geographical boundaries of the City of Milwaukee *and* the firm has been doing business in the City of Milwaukee for more than one (1) year.
- The firm is subject to local real estate taxes and is not delinquent in the payment of any local taxes, or the firm has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.

I hereby declare compliance with the City of Milwaukee Code of Ordinances Chapter 365.

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

Printed Name: \_\_\_\_\_

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

-----  
Subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_ County, \_\_\_\_\_ State.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_  
(SEAL)

PRINT NAME: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:**  
**200 E. WELLS STREET, ROOM 601**  
**MILWAUKEE, WISCONSIN 53202**  
**OR FAX TO 414-286-5976**

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

Material submitted in response to the RACM’s Request for Proposal No.57159 may include proprietary and confidential information that qualifies as a trade secret, as provided in Section 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released without the proponent's written approval. Therefore, I am providing the following information with the express understanding that it is being submitted to DCD Agencies under a pledge of confidentiality. I would not have submitted this information had the DCD Agencies not pledged to keep it confidential\* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

\*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY.

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

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: RACM, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

RACM will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable RACM procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to RACM, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The DCD Agencies’ preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. \_\_\_\_\_, etc. Data contained in the proposal and all documentation shall become the property of RACM, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded a contract.

**AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION**

BID/RFP NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned hereby agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than **\$8.80** per hour. The undersigned agrees to make a sworn report within 10 days following the completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report from every subcontractor employed by the contractor. Such report shall include, but not be limited to, for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employee has been paid in full the amount of not less than **\$8.80** per hour, and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.

ALL OF OUR EMPLOYEES RECEIVE AN HOURLY WAGE THAT IS GREATER THAN **\$8.80/HOUR**. **NOTE: REPORTS AS STATED ABOVE ARE STILL REQUIRED**.

I/We hereby state that I/we will comply with Section 310-13 of the City of Milwaukee Code of Ordinances as stated above:

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ,  
(he/she) \_\_\_\_\_ who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
PRINT NAME  
My commission expires: \_\_\_\_\_

# Parcel Map

