

Addendum 1 RFP VT20-001 Security Services

- 1) As part of the bid, our organization would like to pursue certification as a Disadvantaged Business Enterprise. Is it possible to complete the application and have it pertinent to the bid? If that isn't possible for this bid, we would definitely still wish to complete the application for any future opportunities.

Answer: There is no DBE goal established for this project/contract. DBE certification is not a factor in the evaluation. If the awarded vendor is a certified DBE or becomes certified during the contract term, Valley Transit would need this information to accurately report expenditures related to this contract according to Federal requirements.

Information on certification can be found at: <https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

- 2) Are any Appleton specific business license(s) required to host this project, outside of the required WI State business and security licenses?

Answer: No.

- 3) Is there a current incumbent operating a same or similar contract on site now? IF SO, can you advise where we can obtain the current contract details if public information?

Answer: Yes, Star Protection & Patrol. Current contract attached.

- 4) Do you require any resumes for the proposed key personnel (guards and supervision) to work on this project as part of the initial submission requirements for each contractor's proposal?

Answer: No.

- 5) Is there a wage determination that you will require contractors to propose towards? IF SO, can you provide the most current document to reference this wage determination data?

Answer: No.



STAR PROTECTION & PATROL

GUARD - DETECT - SECURE

1222 W South Park Ave
Oshkosh, WI 54902
Phone: 920-527-0510
Email: info@starprotectionandpatrol.com
www.starprotectionandpatrol.com

Agreement for Security Services

4/2/2019



Agreement for Security Services

This Agreement for Professional Security Services (the "Agreement"), effective April 2nd, 2019, is by and between STAR PROTECTION AND PATROL LLC, a domestic business corporation licensed by the Wisconsin State Department of Safety and Professional Services, Division of Licensing Services, as Private Security Agency, with its principal office at 1222 W South park Ave Oshkosh, WI 54902 (hereinafter "STAR PROTECTION AND PATROL LLC"), and **City of Appleton- Valley Transit 100 N Appleton St Appleton, WI 54911** ("hereinafter Client").

WHEREAS, Client finds that STAR PROTECTION AND PATROL LLC is willing to perform Security Guard work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that STAR PROTECTION AND PATROL LLC is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1 SERVICES.

1.a Services to Client: STAR PROTECTION AND PATROL LLC shall provide the following ("Services") to Client only: The protection of property of the client within the established area(s) of **Exhibit A including Yellow Ramp, Transit Center and Exterior of Library Parking lot** not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, or businesses, or other areas not specifically indicated in this agreement. The designated areas shall be listed in an attached "Exhibit A". The terms "protection of property", shall in no way be construed to suggest that STAR PROTECTION AND PATROL LLC is responsible for incidents that occur, which upon acting in good faith, the STAR PROTECTION AND PATROL LLC security guard performs his or her duties as outlined in this contract and according to STAR PROTECTION AND PATROL LLC General Orders, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this agreement, that STAR PROTECTION AND PATROL LLC is responsible for the protection of his or her life or property or any other duties contained in this agreement to the client. STAR PROTECTION AND PATROL LLC employees will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter into it.

Nothing shall be construed to suggest that STAR PROTECTION AND PATROL LLC, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement.

1.b The terms "protection of property" shall include the listed property in "Exhibit A". The duties of the STAR PROTECTION AND PATROL LLC security guard regarding the protection of property include and are limited to:

- 1-** Providing a visible deterrent for property crimes and crime against the client, which include criminal mischief, making graffiti, larceny, burglary, criminal tampering, trespass, and criminal trespass, misapplication of property. The terms are limited to the property of the client or other properties as properly notified by client,
- 2-** Alerting the proper law enforcement authority of the incident immediately.

Nothing shall be construed to suggest that STAR PROTECTION AND PATROL LLC, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or property of persons not specifically listed in this agreement.

STAR PROTECTION AND PATROL LLC will provide security guards with the qualifications described in section 4 of this agreement.

2 PAYMENT AND INVOICING TERMS.

2.1 Payment for Services: STAR PROTECTION AND PATROL LLC will be paid as follows:

The client shall, upon receiving an invoice from STAR PROTECTION AND PATROL LLC, pursuant to section 2.3, make payments in the agreed manner by ach, company check or credit card (Visa, MasterCard, American Express or Discover) payable to STAR PROTECTION AND PATROL LLC.

2.2 STAR PROTECTION AND PATROL LLC will bill the client at a rate of \$19.00 for on-site security officers as agreed by the client and STAR PROTECTION AND PATROL LLC.

2.3 INVOICING & LATE PAYMENT POLICY:

(a) Invoices will be submitted weekly by STAR PROTECTION AND PATROL LLC for payment by Client. Payment is due net thirty (30) days from the date of invoice. The client shall be liable for late payments charges for payments received more than 5 days from due date. Said charge is \$35. If your account has any unpaid invoices overdue by more than 10 days you will be notified and STAR PROTECTION AND PATROL LLC may opt to discontinue service. Failure to pay any invoice within 30 days of the due date will result in account termination without further notice. Non-payment of any invoice does not release the client from any amount due at the time of termination. All amounts due plus late charges, if any, will be referred to an outside collection agency and law firm for collection.

3 CHANGES.

Client may, with the approval of STAR PROTECTION AND PATROL LLC, issue written directions within the general scope of Security Services to be ordered. Such changes (the "Change Order") may be for additional work or STAR PROTECTION AND PATROL LLC may be directed to change the direction of the work covered by the Task Order, consistent with all applicable laws, but no change will be allowed unless agreed to by STAR PROTECTION AND PATROL LLC in writing.

4 STANDARD OF CARE.

STAR PROTECTION AND PATROL LLC warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who are both licensed by the Department of State, have prior to appointment for employment at STAR PROTECTION AND PATROL LLC, been subject to a comprehensive character background investigation, personal interview, submitted to fingerprint screening, screened for sex offender status, department of corrections check, and pre-employment drug screening. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY STAR PROTECTION AND PATROL LLC CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

5 LIMITATION OF LIABILITY FOR LOSS.

5.1 The parties acknowledge that STAR PROTECTION AND PATROL LLC has been retained to provide services to Client as a deterrent against loss and/or damage from criminal and/or other prohibited acts on or about the Protected Premises, and not as an insurer against all or any such loss or damage.

5.2 It is further acknowledged by the parties that the amounts payable to STAR PROTECTION AND PATROL LLC under this Agreement are based upon the value of the services rendered and are unrelated to the value of Client's property, both real and personal, or the property of third parties located in or about the Protected Premises. Client therefore acknowledges and agrees that STAR PROTECTION AND PATROL LLC is making no guarantee or warranty – either express or implied – that its services will absolutely avert and/or prevent all or any loss or damage to the Protected Premises.

5.3 Client agrees that it will hold harmless and indemnify STAR PROTECTION AND PATROL LLC, its employees, officers, agents and assignees, against all losses and damages to the Protected Premises suffered by Client or any third party as the result of ordinary or gross negligence and/or any and all occurrences and/or conditions on or about the Protected Premises beyond STAR PROTECTION AND PATROL LLC's reasonable control.

6 MISCELLANEOUS.

6.1 Insolvency and Adequate Assurances: If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, STAR PROTECTION AND PATROL LLC may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to STAR PROTECTION AND PATROL LLC, in addition to any other rights and remedies available, STAR PROTECTION AND PATROL LLC may partially or totally suspend its performance while awaiting assurances, without any liability.

6.2 Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 Modification and Waiver: Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.4 Independent Contractor: STAR PROTECTION AND PATROL LLC is an independent contractor of Client.

6.5 Notices: Client shall give STAR PROTECTION AND PATROL LLC written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against STAR PROTECTION AND PATROL LLC, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by STAR PROTECTION AND PATROL LLC with respect hereto. If Client fails to give such notice to STAR PROTECTION AND PATROL LLC with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to STAR PROTECTION AND PATROL LLC:

1222 W South Park Ave Oshkosh, WI 54902

If to Client:

City of Appleton Valley Transit 100 N. Appleton St Appleton, WI 54911

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.6 Assignment: The Agreement is not assignable or transferable by Client, except as agreed by both parties in writing. This Agreement is not assignable or transferable by STAR PROTECTION AND PATROL LLC without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

6.7 Disputes: STAR PROTECTION AND PATROL LLC and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution.

Failing resolution of conflicts at the organizational level, STAR PROTECTION AND PATROL LLC and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to non-binding mediation unless STAR PROTECTION AND PATROL LLC and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

6.8 Section Headings: Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

6.9 Representations; Counterparts: Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

6.10 Non-solicitation of Employees: During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ STAR PROTECTION AND PATROL LLC's personnel, without the STAR PROTECTION AND PATROL LLC's prior written consent.

6.11 Governing Law and Construction: This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

6.12 Entire Agreement; Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and STAR PROTECTION AND PATROL LLC respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at any time by request of the client and agreement by STAR PROTECTION AND PATROL LLC. Such service or services shall be deemed to be consistent with the warranties established herein.

6.13 Force Majeure: STAR PROTECTION AND PATROL LLC shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

6.14 Term & Termination: This agreement shall remain in full force and effect until 30 day written notice is given by either party

6.15 Confidentiality: Each party shall retain as confidential all information and data delivered to it by the other party, which are designated in writing as confidential at the time of delivery (collectively the “Confidential Information”). Confidential Information shall not be disclosed to any third party, unless required by law or regulation. Both parties shall immediately notify the other party prior to the disclosure of Confidential Information by law or regulation, and each party retains the right to object to and deny any disclosure. In addition, nothing herein is meant to preclude either party from disclosing and/or otherwise using Confidential Information (i) when the Confidential Information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when Confidential Information is generally available to the public without the receiving party’s fault at any time before or after it is acquired from the transmitting party; or (iii) where the Confidential Information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) where a written release is obtained by the receiving party from the transmitting party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of seven pages and exhibit A, and having initialed at the bottom of each page, as of the day and year first above written.

Date: _____

[CLIENT]

By: _____

Title: _____

[STAR PROTECTION AND PATROL LLC]

By: _____

Title: _____

EXHIBIT A

Security Perimeter

