City Of Milwaukee
Department Of City Development
BID DESK, Second Floor
809 N. Broadway, Milwaukee, Wisconsin 53202

INVITATION TO BID

Commissioner of Department of City Development OFFICIAL NOTICE NO. 57472
Phone: 414-286-5800

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of City Development BID DESK, located on the second floor at 809 N. Broadway, Milwaukee, Wisconsin 53202, no later than **Tuesday, November 5, 2013, at 11:00 A.M.**

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No.57472, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

Your bid must meet the Detailed Specifications and the Plans for this particular project.

You must agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq.

The bid must be signed as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid proposal must bear the corporate seal.

Bid security hereinafter specified must be submitted with your bid. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

Bids received after the date and the time above specified will not be opened and read and will be deemed rejected.

NOTE: Also **read** the General Official Notice to Contractors, General and Detailed Specifications, Special Provisions, and Special Conditions when applicable pertaining to this bid.

DESCRIPTION: **Furnace Maintenance Services**
City Of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI

DETAILS OF SPECIFICATIONS: dated October 11, 2013

FOR: **Furnace Maintenance Services**
City Of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI

The SBE Requirement for this Project is: 0% SBE Participation

Liquidated damages: See Specifications

Time of contract: Contract(s) to be executed immediately after award. The first term of the contract will be for one year, with the option to extend for two additional one-year periods, upon mutual consent of both parties.

BID SECURITY REQUIRED: BID SECURITY IN AN AMOUNT OF FIVE HUNDRED DOLLARS ($500.00) IS REQUIRED ANDMUST ACCOMPANY BID.

DETAILED SPECIFICATIONS: dated October 11, 2013

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE OFFICES OF THE DEPARTMENT OF CITY DEVELOPMENT ON **Tuesday, November 5, 2013, at 11:00 A.M.**

Copies of the Bid Package may be obtained at the Department Of City Development BID DESK, Second Floor 809 N. Broadway, Milwaukee, Wisconsin 53202 or free of charge or via the Internet at:

http://city.milwaukee.gov/Projects/RequestsforProposals.htm

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS.

Please e-mail Scott Stange with any questions regarding this bid: sstang@milwaukee.gov. The deadline for questions will be **Monday October 28, 2013**. Any additional information and/or clarification(s) regarding this bid will be issued in the form of an addendum to this Bid by the end of the day on **Tuesday, October 29 2013,** and will be posted at the following website:

http://city.milwaukee.gov/Projects/RequestsforProposals.htm

Bidders will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the Invitation for Bid and all Bidders shall be bound by such.

All Bidders shall acknowledge receipt and acceptance of all addendums, if any, for this Invitation for Bid by indicating such on the Acknowledgements Page, signing the addendum and submitting the signed addendum with your bid. **BIDS SUBMITTED WITHOUT ALL SIGNED ADDENDUMS AND INDICATING SUCH ON THE ACKNOWLEDGEMENTS PAGE WILL BE CONSIDERED NON-RESPONSIVE.**

OFFICIAL NOTICE 57472

Furnace Maintenance Services
City Of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI

B I D

City Of Milwaukee
Department Of City Development
BID DESK, Second Floor
809 N. Broadway, Milwaukee, Wisconsin 53202

Bids Close: **Tuesday, November 5, 2013, at 11:00 A.M.·** (Time and Date)

Submit bids to: **Department Of City Development** BID DESK
809 N. Broadway, Second Floor
Milwaukee, Wisconsin 53202.

The undersigned _____
(A Corporation) (A Partnership) (An Individual)
(use one)

of _____
Street City Zip Code Telephone Number

hereby proposes to furnish work, material, labor and services as set forth in the description in the Invitation to Bid at and for the prices hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, Specifications, Addenda's, if any, for this particular project on file in the office of the Commissioner of Department of City Development, and if successful, hereby agrees to enter into a contract with the City of Milwaukee with such sureties as required and set forth in the aforesaid documents for the performance of said contract (said contract form being on file in the office of the Commissioner of Department of City Development), and in accordance with the terms and conditions set forth in the contract documents, to-wit: written agreement, official notice, invitation to bid, bid, instructions to bidders, specifications, schedule of fixed prices, supplemental agreements and all addenda.

In submitting this bid, the bidder acknowledges, understands and agrees that **no subcontracting will be allowed under the performance of this contract.**

FOR: **Furnace Maintenance Services**
City Of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI

ALL BIDS MUST BE TYPED OR PRINTED

For furnishing all labor and equipment to perform the necessary and required services for Furnace Maintenance Services at City of Milwaukee Habitable and Improved Neighborhood properties all in accordance with the specifications and project manual

BASE BID TOTAL SUM:

Calculated BASE BID TOTAL based on the following formula:

Base Bid Total Sum= unit price 1 x 200 + unit price 2 x 50 + unit price 3 x 20 + unit price 4 x 10

(Bid in figures) $_____

(Bid in words) $_____

UNIT PRICES:

Each bidder shall provide on the bid proposal the following unit prices. The unit prices shall include the cost for all labor and equipment necessary to complete the work as indicated and specified herein, including, but not limited to: travel time, overhead; Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); Sales tax, Insurance, Industry Programs, profit on "Wage Rate" and/or "cost" and other expenses.

Unit Price No. 1:

State the straight time hourly rate in accordance with the bid documents and specifications herein.

(Bid in figures) $_____ per hour

(Bid in words) $_____ per hour

Unit Price No. 2:

State the overtime hourly rate in accordance with the bid documents and specifications herein.

(Bid in figures) $_____ per hour

(Bid in words) $_____ per hour

(Continued on next page)

Unit Price No. 3:

State the Weekend and Holiday hourly rate in accordance with the bid documents and specifications herein.

(Bid in figures) $_____ per hour

(Bid in words) $_____ per hour

Unit Price No. 4:

State the cost for installing a new furnace, in accordance with the bid documents and specifications herein.

(Bid in figures) $_____ Lump Sum

(Bid in words) $_____ Lump Sum

*** IMPORTANT NOTICE ***

ALL BID PRICES MUST BE ENTERED IN WORDS AND IN NUMERALS. IN CASE OF VARIATION BETWEEN THE TWO, THE WORDS WILL PREVAIL.

IN ADDITION, IF THERE IS A DISCREPANCY BETWEEN THE TOTAL INDICATED IN THE PROPOSAL AND THE AMOUNT OBTAINED BY ADDING THE PRODUCTS OF THE QUANTITIES TIMES THE UNIT PRICES, THE LATTER SHALL GOVERN. ANY ERRORS FOUND IN THE TOTAL INDICATED SHALL BE CORRECTED AND THE CONTRACT AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE CORRECTED TOTAL.

If DOUBT EXISTS AS TO WHAT IS BID, THE BID WILL BE REJECTED.

ACKNOWLEDGEMENTS PAGE

Official Notice No. 57472

SMALL BUSINESS ENTERPRISE PROGRAM

In submitting this bid, the bidder acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the City's requirements as outlined herein. The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for SBE participation on this project is 0 %

In submitting this bid, the bidder understands that the Commissioner of Department of City Development reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Commissioner of Department of City Development (DCD)) and such insurance requirements as may be required, within ten days after the receipt of the official notice of award.

This bidder understands that if they are the successful bidder and the contract is awarded, that failure to execute and to deliver the contract or to furnish the required insurance within five (5) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this bid or any other bid for the contract for which this bid is submitted.

We acknowledge the receipt of Addenda _____ to _____ inclusive.

Bidder assures the City and acknowledges that the Official Notice, Invitation to Bid at and for the prices hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, Specifications, Addenda's, if any, of this particular project have been read and has a full understanding of the provisions therein.

SIGNATURE PAGE – IMPORTANT – THREE(3) SIGNATURES ARE REQUIRED OR BID WILL BE CONSIDERED NONRESPONSIVE.

Rev. 2/2012 Official Notice No. 57472

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice and the Invitation to Bid, Specifications, Addenda's, if any, for this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

Submitted by:_____
Name of Bidder (person, firm or corporation)

Telephone No: _____

Fax No: _____

Address: _____

_____
(City, State, Zip Code)

MUST BE SIGNED

Signed per _____
(Manual **signature required**)

Official Capacity _____

BID DATED _____ SBE Contractor: Yes: _____
No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

If a foreign corporation, are you licensed to do business in Wisconsin? _____

SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.0901 (7) WISCONSIN STATUTES

I, being first duly sworn at _____
(City, State)
on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

MUST BE SIGNED

Signature _____

_____
(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20___ Notary Public, _____ County

State of _____

_____
(**Notary Signature**)

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____
(owner, partner, officer, representative, or agent)

of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Commissioner of Department of City Development or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

_____
Notary Signature

My commission expires _____, 20_____.

Non-Debarment Form

The undersigned, being duly authorized to act on behalf of _____ (the "Contractor"), hereby certifies that neither the Contractor nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The Contractor further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

The Contractor certifies that throughout the term of this Agreement, neither the Contractor nor any of its principals are, or will be, debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. The Contractor further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal general Services Administration's Excluded Parties List System (EPLS) at http://epls.arnet.gov."

_____ _____

Signature/Authorized Official Date

_____

Title

NOTICE TO CONTRACTORS

PLEASE NOTE: Effective December 28, 2005, the City of Milwaukee adopted an ordinance relative to the disclosure of participation in or profits derived from slavery by contractors. All contractors awarded a contract on behalf of the City of Milwaukee, whether or not subject to a competitive bid, shall complete an affidavit prior to entering into the contract verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

The City shall make the information contained in the affidavit available to the public. Any contract between the City and a contractor which fails to provide the requisite affidavit or which includes material false information on such affidavit shall be rendered null and void. To reference Milwaukee Code of Ordinances 310-14, please see:

http://cctv25.milwaukee.gov/code/volume3/ch310.pdf

CITY OF MILWAUKEE - DEPARTMENT OF DEPARTMENT OF CITY DEVELOPMENT

AFFIDAVIT OF COMPLIANCE

DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED FROM SLAVERY BY CONTRACTORS

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14.

Please check one:

_____ This business **was not** in existence prior to 1865.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and have found no such records.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and am disclosing the findings on the attached pages.

I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

Subscribed to before me this _____ day of _____, 20___

NOTARY PUBLIC _____County, _____State _____

SIGNATURE: _____

PRINT NAME: _____ (Seal)

My commission expires: _____

Ref: slaverydisclosureaffidavit

NOTICE

HOURLY RATE FOR EMPLOYEES WORKING ON CITY

OF MILWAUKEE CONTRACTS SHALL NOT BE LOWER THAN

$9.39 PER HOUR

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

Rate Effective 3/1/2013

Per Section 310-13, Milwaukee Code of Ordinances

CITY OF MILWAUKEE - DEPARTMENT OF CITY DEVELOPMENT

DEPARTMENT OF CITY EVELOPMENT-PROCUREMENT SERVICES SECTION
LIVING WAGE COMPLIANCE REPORT

CONTRACT NUMBER:_____ DATE:_____

AUTHORIZED SIGNATURE:_____

PRINT NAME/PHONE:_____

COMPANY NAME:_____

FINAL REPORT? ( ) YES ( ) NO 3 MONTH REPORT ? ( ) YES ( ) NO

NOTE: IF FINAL REPORT, PLEASE COMPLETE THE BOTTOM PORTION OF THIS FORM.

In order to audit your compliance with the Living Wage Ordinance (Living Wage hourly rate of $9.39 effective 3/1/2013), please complete the following report and submit to the DDC-Procurement Services Division, 809 North Broadway, Milwaukee, Wisconsin 53202. This report is to be submitted within 10 days following the expiration of the contract, or every three (3) months, whichever occurs first.

TIME PERIOD	EMPLOYEE NAME	ADDRESS	WORK PERFORMED	TOTAL HOURS	HOURLY WAGE RATE	GROSS EARNINGS	VACATION, WELFARE, TRUST CONTRIBU-TION

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) _____ My commission expires _____
Signature

_____
Print Name

DEPARTMENT OF ADMINISTRATION-PROCUREMENT SERVICES SECTION

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 **$9.39** 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, to the DCD - Procurement Services Division. 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 **$9.39** 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 **$9.39/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.

_____

NOTARY PUBLIC SIGNATURE

(SEAL)

_____

PRINT NAME

My commission expires: _____

INVITATION, INSTRUCTIONS, TERMS AND CONDITIONS

FOR FORMAL BID & CONTRACT

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information, or to request this service, contact Scott Stange, 809 N. Broadway, 3rd floor, Milwaukee, Wisconsin 53202 Phone: (414) 286-5725227, E-Mail:sstang@milwaukee.gov

IMPORTANT!!!!!!

YOUR BID MUST MEET THE PLANS AND/OR SPECIFICATIONS SET FORTH. BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED. YOUR BID MUST BE SIGNED BY A PERSON (OR PERSONS) AUTHORIZED TO LEGALLY BIND YOUR FIRM TO THE CONTRACT YOUR BID MAY BECOME, OR IT WILL NOT BE, CONSIDERED. THE CONTRACTOR'S SIGNATURE PAGE MUST BE FULLY COMPLETED FOR YOUR BID TO BE CONSIDERED. BID BOND, IF REQUIRED, MUST BE SUBMITTED WITH YOUR BID.

THE COMMISSIONER OF DCD SHALL HAVE FINAL AWARD AUTHORITY FOR ALL CONTRACTS VALUED OVER $30,000.

IF THE ACTUAL COST OF A CONTRACT IS $30,000 OR LESS AFTER THE BIDS HAVE BEEN OPENED, AWARD SHALL BE MADE BY THE COMMISSIONER OF DCD AND WILL NOT REQUIRE A FORMAL CONTRACT. A PURCHASE ORDER OR VENDOR CONTRACT WILL BE ISSUED.

Any special conditions in the Invitation to Bid shall take precedence over any conflicting provisions stated elsewhere in these terms and conditions.

- **SPECIFICATION APPEALS: Specifications that contain a term, condition, or provision that prevents one from bidding or are restrictive relative to the market and/or the service requirements of the City, can be appealed by filing a written appeal with the City of Milwaukee Purchasing Director at least five (5) business days prior to bid closing. EFFECTIVE AUGUST 8, 2001 THE FEE REQUIRED FOR A VENDOR TO APPEAL THE BID SPECIFICATIONS (PURSUANT TO s. 16-05 OF THE CHARTER AND s. 310-19 OF THE CODE), SHALL BE 1% OF THE ESTIMATED DOLLAR AMOUNT OF THE CONTRACT. IF YOUR APPEAL IS UPHELD, THE APPEAL FEE SHALL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL. PLEASE CONTACT THE APPROPRIATE PURCHASING AGENT FOR INSTRUCTIONS.**

- **BID FINDING APPEALS: All bidders will be notified, in writing, of the City's findings with regard to determining the low bidder or bidders in response to this invitation. EFFECTIVE AUGUST 8, 2001, THE FEE REQUIRED TO APPEAL RECOMMENDATIONS OF AWARDS (PURSUANT TO s 16-05 OF THE CHARTER AND s 310-19 OF THE CODE), SHALL BE 1% OF THE DOLLAR VALUE OF THE RECOMMENDED AWARD. IF YOUR APPEAL IS UPHELD, YOUR APPEAL FEE WILL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL. IF YOU WISH TO APPEAL THE CITY'S FINDINGS, FOLLOW THE INSTRUCTIONS PROVIDED WITH THE NOTICE OF FINDINGS LETTER.**

- **BID BONDS, PERFORMANCE BONDS, INSURANCE:**

  - BID BONDS: a bid bond in an amount of Five Hundred Dollars *($500.00)* the bid bond must be approved by the Office of the City Attorney as to its form and execution prior to its submittal. All bid bonds will expire at the time that the successful bidder is awarded a contract with the City.

- PERFORMANCE BONDS: If required, a performance bond in the amount specified in the Bid, is to be provided by the successful bidder to the Department of City Development (DCD), Procurement Services Section, within five (5) calendar days after receipt of the contract. Failure to do so can make the contract voidable at the City's discretion. Performance bonds must be approved by the Office of the City Attorney prior to the commencement of any work.
- INSURANCE: If applicable, an insurance certificate, which meets the City's requirements, shall be provided to the DCD, Procurement Services Section with the bid or as stated in the bid/specifications. Failure to do so can make the contract voidable at the City's discretion. Said insurance certificate must be approved by the Office of the City Attorney prior to the commencement of any work.
- The bid bond, the performance bond, and the insurance certificate must be issued by companies licensed to do business in the State of Wisconsin, or signed by an agent licensed by the State of Wisconsin. The City of Milwaukee will be named as an additional insured with respect to liability coverage.
- The bid bond, performance bond, and insurance certificate must be accompanied by an affidavit setting forth that: No City official or City employee has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale, furnishing of the bid bond, performance bond or insurance certificate. Said affidavit must be signed by the same agent who signs the bid bond, performance bond or insurance certificate.

- **BID DEPOSITS,** your deposit in the amount of Five Hundred Dollars *($500.00)* must be submitted in your bid envelope with your bid. Your deposit must be in the form of a cashier's or teller's check, certified check, or money order only. All bid deposits will be held by the City Treasurer until the time that the successful bidder is awarded a contract with the City. At that time, all bid deposits will be returned to all bidders.
- **SAFETY REQUIREMENTS**: All material, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Administration Code and all applicable OSHA Standards.
- **DELIVERY F.O.B. DESTINATION**: All bid prices must include delivery F.O.B. Destination to the address as indicated at time of order placement
- **TAXES TO BE EXCLUDED FROM PRICE**: All bids must be submitted without the inclusion of Federal excise and Wisconsin sales taxes as the City is exempt therefrom. Bidders, therefore, shall not add sales tax to their proposals when bidding to the City but shall include in their bids only the sales tax they will be required to pay directly as a consumer when obtaining materials, etc., to fulfill the contract requirements should they be the successful bidder.
- **SIGNATURE REQUIREMENT**:
  - BIDS MUST BE SIGNED: This bid must be manually signed by the bidder or contain his/her name in such a manner that the bid can be identified as being his/her bid. All attachments, additional pages, addenda, or explanations supplied by the bidder with this bid will be considered as part of the bid. However, they may be rejected as counteroffers when in conflict with the terms and conditions stated herein
- **PACKAGING**: Materials shall be clearly labeled and packaged in accordance with Federal and Wisconsin requirements, and as specified in the terms and conditions of the invitation to bid.
- **SUBSTITUTIONS AND EQUIVALENTS**: Substitutions or equivalents of specified items may be permitted at the sole discretion of the Commissioner of DCD. If bidding other than the specified product, make and model number, descriptive literature must be submitted with the bid. Failure to do so may be cause for rejection. Factors considered when evaluating the acceptance of a substitution or equivalent include, but are not limited to considerations such as size, color, compatibility, performance capability, and/or warranty.
- **RIGHT TO REJECT**: The Commissioner of DCD reserves the right to reject any and/or all bids.
- **RIGHT TO ACCEPT ALL OR PART OF BID**: The Commissioner of DCD reserves the right to accept all or part of any bid.

- **WITHDRAWAL OF BIDS**: Bids may be withdrawn only in total, and only by a written request addressed to the Commissioner of DCD prior to the award of the contract. The Commissioner of DCD has sole discretion to grant this request for a bid withdrawal and only in the case of an error that will result in a significant financial hardship. Partial bid withdrawal is not acceptable.
- **AMENDMENT OF BIDS**:
  - By City: Bids may be amended by the Commissioner of DCD in response to need for further clarification, specification changes, new opening dates, etc.
  - By Bidder: Bids may only be amended once received by the DCD, Procurement Services Section by submitting a later dated bid that specifically states that it is amending an earlier bid. No bid may be amended after bid closing. Any amended bid that conflicts with the terms and conditions stated herein will be considered a counteroffer and may be rejected.
  - Upon Request of Bidder: If any of the terms and conditions prevent you from bidding, consideration will be given, if possible, to a bidder's request for a change. This request must be submitted to the DCD, Procurement Services Section in writing five (5) business days prior to bid closing. If granted, it will require sending an addendum to all prospective bidders.
- **COUNTEROFFERS**: Counteroffers, changes to any terms, conditions, specifications or plans stated herein made without the approval from the DCD, Procurement Services Section may result in bid rejection.
- **TIE BIDS**: In the event of tie bids, the award will be made in accordance with the provisions set forth in the rules and procedures of the Department of Administration, Procurement Services Section, which are incorporated and made part of this contract by this reference.
- **OFFER AND ACCEPTANCE**: The proper submission of this form by the bidder, will be considered as the bidder's offer to enter into a contract in accordance with the provisions herein set forth. All bids shall remain open for forty-five (45) calendar days from the date of bid closing, unless otherwise specified of the bid. If your bid is accepted and a contract is issued, then this bid will constitute the entire contract between the City and your firm and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this bid shall be deemed to exist or bind any of the parties hereto. Acceptance will take place only upon award by the Commissioner of DCD , execution of this document by the proper City officials, and delivery of the fully executed contract to the successful bidder.
- **APPLICABLE LAW**: Except as provided herein, Wisconsin will be the forum for all disputes.
- **ASSIGNMENT OR SUBCONTRACT**: This contract may not be assigned by the successful bidder without the written consent of the Commissioner of DCD. All subcontractors must also be approved by the Commissioner of DCD.
- **CONTRACT CONTINGENT UPON FUNDING**: The failure of the Common Council of the City of Milwaukee to appropriate funds for the performance of the contract shall void the contract.
- **RIGHT TO ORDER WITHIN 10%**: The Commissioner of DCD reserves the right to order within ten percent (10%) more or less of the quantities specified in the contract.
- **PURCHASE ORDER(S)**: No shipments shall be made under the contract until a purchase order or vendor contract has been received unless otherwise agreed to by the Commissioner of DCD. Note: A purchase order is not issued for a vendor contract (formerly known as a blanket contract).
- **NONDISCRIMINATION**: The successful bidder will not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these categories as provided by Section 109-45 of the Milwaukee Code of Ordinances. Contractor agrees that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.
- **AMENDMENTS TO CONTRACT**: The contract can only be modified by a written amendment issued by the DCD, Procurement Services Section and signed by both parties. Amendments other than described above, will not be recognized by the City.

- **INDEMNIFICATION**: The successful bidder will indemnify and hold harmless the City against all damages, losses, liabilities, judgments, costs and expenses arising out of the successful bidder's performance or failure to perform under the contract.
- **DEFENSE OF SUITS**: Contractor will save and indemnify and keep harmless, the City of Milwaukee against all liabilities, judgment costs and expenses which may be claimed against the City in consequence of the granting of this contract.
- **WAIVER**: One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent, similar act by such party.
- **SANCTIONS**: If any document submitted by a contractor requesting certification as a Small Business Enterprise (SBE) for the purpose of participating in any City contract contains false, misleading or misrepresenting information, the City may direct the imposition of any of the following sanctions on the contractor:

  - Withholding of payment
  - Termination, suspension or cancellation of the contract in whole or in part.
  - Denial to participate in any further contracts awarded by the City for a period of one year after the first violation is found and for a period of three years after any subsequent violations are found.

  The contractor must provide accurate information related to its taxpayer identification number. If incorrect information is provided and the contractor fails to adequately and timely respond to the City's efforts to obtain corrected information, the City may impose a fee equal to the City's added costs for meeting backup withholding requirements. This sum may be deducted from payments owed the contractor pursuant to this or other contracts, or may be billed separately. Failure to cooperate with the City in this regard, or failure to pay a fee imposed under this provision, could result in the contractor being barred from participating in future City contracts.

- **GOVERNMENT PRICING**: Vendors may bid lower than U.S. Government contract prices. The City is exempt from the Robinson Patman Act. Quotation must conform to government regulations on prices and wages.
- **DELAYS IN DELIVERY**: Delays in delivery caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God, or any other delays deemed, by the Commissioner of DCD, to be clearly and unequivocally beyond the contractor's control, will be recognized by the City. The contractor may be relieved of the responsibility of meeting the delivery time as stipulated in the contract upon contractor's filing with the Commissioner of DCD, just and true statements requesting an extension of delivery, signed by the contractor and giving in detail all the essential circumstances which, upon verification by the City, justify such action under the provisions of this section by the Commissioner of DCD. The request must be filed with the Commissioner of DCD no later than SEVEN (7) CALENDAR DAYS PRIOR TO THE ACTUAL DELIVERY DATE. Failure to file this request for delivery extension shall render the contractor liable for the difference between the "open market" and the contract price, and other costs, as applicable, under the Uniform Commercial Code.
- **MATERIAL SAFETY DATA SHEETS**: When applicable, vendors shall supply the City with a MATERIAL SAFETY DATA SHEET for any hazardous material purchased. In addition, the vendor shall supply any material related to the safe use of this material and hazards associated with its use, including but not limited to the installation procedures and personnel protective equipment requirements. All hazardous components shall be identified.
  ALL DATA SHEETS MUST HAVE THE CORRESPONDING CITY PURCHASE ORDER NUMBER OR CONTRACT NUMBER CLEARLY PRINTED ON THE FIRST PAGE. Sheets must be sent to the Commissioner of DCD prior to the shipment of the material. NO PAYMENTS WILL BE MADE UNTIL THE MATERIAL SAFETY DATA SHEETS ARE RECEIVED.

- **EXTENSIONS**: Agreements shall run for the period indicated. Option of extension, if mutually agreeable to both the City and the contractor, shall be in writing and exercised within sixty (60) days of the contract expiration date.
- **CANCELLATION:** The City of Milwaukee reserves the right to cancel any order or contract for failure of the successful bidder to comply with terms, conditions, & specifications of the Invitation to Bid.
- **PAYMENT FOR CONTRACT PERFORMANCE**: Upon the complete performance of this contract by the contractor and after the acceptance of said performance by the Commissioner of DCD , the City shall pay to the contractor any balance then remaining due and payable under the terms of this contract for said work, material, services, items, supplies or equipment.

  All Contractors awarded a contract valued at $25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small Business Development (OSBD) at 414-286-5553 should you have any questions or concerns regarding the training process.

- **CONTRACT DEFAULT**: If the Contractor shall fail to fully and completely perform the contract within the time designated for the performance thereof, the contractor shall pay the City, liquidated damages for such default, any amount of any deposit or bond required by the bid. Failure to require such amounts, deposits, or bonds shall not limit the remedies otherwise available to the City of Milwaukee.
- **INTEREST IN CONTRACT**: No officer, employee or agent of the City of Milwaukee who exercises any functions or responsibilities in connection with the review, approval or administration of this contract shall have any personal interest, direct or indirect, in this contract.
- **EMPLOYMENT DISCRIMINATION PROHIBITED**: Contractor shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation or familial status..
- **BID**: The bidder, by the properly executed signatures as required in this the bid, hereby proposes to furnish the supplies, equipment, work, material, labor, or services described on the bid, in accordance with the Invitation, Instructions, Terms and Conditions for Formal Bid and Contract form and specifications, plans, special conditions, terms and conditions stated herein, and if the bid is accepted, the bidder agrees that all provisions set forth herein will become binding as a contract upon the fulfillment of all conditions precedent set forth herein.
- **GUARANTEED DELIVERY**: Failure by the contractor to adhere to the delivery schedule as specified, or to promptly replace rejected or defective materials, shall render the contractor liable for the difference between the "open market" and the contract price, and/or other costs as applicable under the Uniform Commercial Code.
- **WHEN APPLICABLE, THE CITY RESERVES THE RIGHT TO AWARD WITH OR WITHOUT THE TRADE-IN, WHICHEVER IS IN THE BEST INTEREST TO THE CITY**
- **FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION:** The City of Milwaukee reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- **OTHER PROVISIONS:** Both parties understand that the City 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. Section 19.21, et seq. Contractor acknowledges that it is obligated to assist the City 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 City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

- **FAIR TRADE PROVISION:** If this bid relates to the purchase of food or beverages, the contractor is urged to make Fair Trade products available in accordance with Common Council Resolution Number 070280 declaring the City of Milwaukee a Fair Trade City, effective July 18, 2007.

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Specifications

Department of Department of City Development
Official Notice #57472

Furnace Maintenance Services
City Of Milwaukee
Habitable and Improved Neighborhood properties
Milwaukee, WI

I. INSTRUCTIONS TO BIDDERS

A. BID FORM: Submit a unit prices for the Furnace Maintenance services described listed in Section III. Technical Specifications, complete in every respect and in accordance with the bid documents and specifications herein. Calculate the Base Bid Total Sum price, pursuant to the bid formula included under 'Bid Evaluation" in this section.

Bids will not be accepted in any form except on the bid form included with this project manual. The contractor must recognize and abide by the right of the Owner (City of Milwaukee) to accept or reject any or all bids in the best interests of the City.

B. UNIT PRICES: Each bidder shall provide on the bid proposal the following unit prices. The unit prices are to be used in arriving at the Base Bid Total Sum. The unit prices will be used for work required for the project under the contract.

Each bidder shall provide on the bid proposal the following unit prices. The unit prices shall include the cost for all labor and equipment necessary to complete the work as indicated and specified herein, including, but not limited to: travel time, overhead; Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); Sales tax, Insurance, Industry Programs, profit on "Wage Rate" and/or "cost" and other expenses.

Unit Price No. 1: Submit a **straight time** hourly rate for furnishing all labor and equipment to perform the necessary and required services for Furnace Maintenance Services between 8:00 a.m. and 5:00 p.m., in accordance with the bid documents and specifications herein.

Unit Price No. 2: Submit an **overtime** hourly rate for furnishing all labor and equipment to perform the necessary and required services for Furnace Maintenance Services **after 5:00 p.m. and before 8:00 a.m**., in accordance with the bid documents and specifications herein.

Unit Price No. 3: Submit an hourly rate, **for Weekends and Holidays,** furnishing all labor and equipment to perform the necessary and required services for Furnace Maintenance Services after 5:00 p.m. and before 8:00 a.m., in accordance with the bid documents and specifications herein.

Unit Price No. 4: Submit the lump sum cost for furnishing all labor and equipment necessary and required to install a new furnace, in accordance with the bid documents and specifications herein.

C. BID EVALUATION: Bids will be evaluated by using the unit prices to calculate the total base bid total sum. Base Bid Total Sum defined by the following formula (hours used in the formula are estimates. Actual hours worked over the term of the contract may be more or less):

Base Bid Total Sum= unit price 1 x 200 + unit price 2 x 50 + unit price 3 x 20 + unit price 4 x 10

Contract award will be based on calculated Base Bid Total Sum.

The City reserves the right to reject any and all bids and all or part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to the City

The unit prices provided with this bid **will be used as the basis for payment of the work completed**. (The following are figures are **for example purposes only** and are not an indication or guaranty of work.)

This column represents where you would enter in your unit price bid amounts in your bid documents
↓

Formula Example:			
Unit Price No. 1	$80.00, per hour (example)	times 200 =	$16,000.00
Unit Price No. 2	$90.00, per hour (example)	times 50 =	$ 4,500.00
Unit Price No. 3	$100.00, per hour (example)	times 20 =	$ 2,000.00
Unit Price No. 4	$500 per install (example)	times 10 =	$ 5,000.00

This calculated amount would be your **BASE BID TOTAL SUM** → $27,500.00

D. BID SUBMITTAL CHECKLIST (**Important):** CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid to be considered for award.

- Invitation to Bid Form with Bidder's unit prices and Base Bid Total Sum
- Acknowledgement Page
- Signature Page (with all three required signatures)
- Signed Addendum, if any
- Affidavit of Non Collusion
- Bid Security

NOTE: FAILURE TO SUBMIT ANY ONE OF THE DOCUMENTS LISTED ABOVE WILL RESULT IN BID REJECTION.

E. REIMBURSEMENT FOR MATERIALS: Upon submittal of itemized store receipts, **materials will be reimbursed at cost (i.e. without any markup). Receipts shall be attached to invoices. Please note, that the City of Milwaukee is exempt from** Federal excise and Wisconsin sales taxes and therefore will not reimburse contractor for sales tax on any materials purchased to perform the services of the contract.

F. EXCLUSIVITY OF WORK: There is no guarantee of work or amount of work and no exclusivity for work. The intent of this contract is for Furnace Maintenance services on an as needed basis. This work does not cover existing warranty work. Work will be on an as required basis and scheduling and volume of work annual will vary.

The City reserves the right based on availability and need to acquire services outside this contract to best meet the need of the City.

G. CONTRACT AWARD: The Commissioner of DCD will award the contract on the basis of the formula in the Bid Evaluation in the amount of the BASE BID TOTAL SUM. The contract shall be awarded to the lowest responsible bidder whose bid complies with the bid specifications. The Commissioner reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the bid of any bidder who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof or who shall

have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids.

The City reserves the right to award two separate contracts to the two lowest responsible and responsive bidders whose bid complies with the bid specifications. Furnace Maintenance work will be distributed between the two contractors in a way that best meets the needs of the City

Please note: **No subcontracting will be allowed under the performance of this contract.**

H. CONTRACT BREAKDOWN: **The unit prices with this bid will be used as a basis for payment of the work completed.** There will be no exceptions to the unit prices during the time of the contract.

I. CONTRACT EXTENSION: This contract may be extended for two (2) additional one (1) year periods. Extension of the contract is on a one year basis and is subject to the conditions listed below:

1. Satisfactory completion of work performed.
2. Satisfactory response time, meeting requirements of contract.

One year extension of this contract may occur annually. Negotiations shall begin 60 days prior to contract anniversary date. Failure to successfully negotiate a single year extension will void contact and any remaining extension.

J. SITE VISIT: All contractors shall visit the project specific site, consult project manual, be familiar with the work of other contractors and determine for himself all conditions affecting the work.

Failure by a contractor to be familiar with the specific project shall not release him from any obligation under this contract to complete the work in strict conformity with the plans and project manual and all City, State and Federal Codes or regulations pertaining to the work.

K. WORK HOURS: Work shall be conducted Monday through Friday, 8:00 a.m. to 5:00 p.m. DCD will pay overtime hours only if approved in advance by DCD. Contractor is to provide furnace repair services on an on-call basis **24 hours a day**.

L. START AND COMPLETION: Contractor shall not proceed with work until directed to do so by DCD or other authorized City department (i.e. Milwaukee Neighborhood Reclamation Company (MNRC), and/or the Redevelopment Authority of the City of Milwaukee. The contractor shall receive authorization to proceed from Owner's Representative. Service requests require the Contractor to make contact with the requesting City department within 15 minutes of the original call and respond to the property within 30 minutes of the original call. The Contractor shall have in its employ a sufficient force of qualified and competent personnel to commence work on each property within **two hours** of contractor receiving authorization from DCD to proceed. The Contractor shall complete the work within seventy-two hours (72) (including Saturdays, Sundays, and holidays) Liquidated damages in the amount of Twenty and 00/100 Dollars ($20.00) may be assessed for each day of delay. Contractor shall take all steps necessary to minimize the inconvenience to the resident(s) of the property, shall complete the work as rapidly as possible and shall conduct its operation in the utmost discretion and cooperation with DCD.

M. KEYS: When keys for properties are not returned to DCD or it representative, the Contractor may assess a key and lock change fee. These fees are non-refundable.

N. BASE BID EXCLUSIONS: N.A. All work is to be performed under this contract.

O. ADDITIONAL PLANS/PROJECT MANUALS: The successful contractor will be responsible for furnishing all additional copies of plans, project manuals, addenda, etc., as may be needed by the contractor. The City will cooperate by making originals available to the contractor/s printer of choice.

P. EXAMINE DOCUMENTS:

1. Before submitting a bid proposal, bidders should carefully examine the contract manual; fully inform themselves as to all existing conditions and limitations, including those of labor; and shall include in the bid proposal a sum sufficient to cover the cost of all items contemplated by the contract documents.

2. Each sub-bidder further represents that he is familiar with the scope of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to this work.

3. Additional charges will not be as considered for work which, prior to bidding, could reasonably be inferred as appropriate by examination of the contract documents, and closely reviewing the work as indicated above.

Q. SECTION 3 BUSINESS PARTICIPATION- Section 3 Business Participation is also encouraged for this bid. Responding Vendors must complete the attached Section 3 Business Certification Form. The completed Section 3 Business Certification Form must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder."

II. GENERAL REQUIREMENTS

A. BID GUARANTEE:

No bid will be received unless a certified check or bank draft payable to the Department of City Development, or a satisfactory bid bond an amount of **Five Hundred Dollars ($500.00),** shall accompany each bid as a guarantee that if the bid is accepted, the bidder will execute and file the Agreement within ten days after Notice of Award. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding Agents must be licensed in the State of Wisconsin In case the bidder fails to file such contract within the time set forth, the bid security shall be forfeited to the Department of City Development as liquidated damages.

B. INSURANCE

1. Before commencing work the Contractor/Vendor shall furnish the Department of City Development (DCD), for review and approval, evidence of the following insurance coverage:

Coverage	Amounts
Workers' Compensation	Statutory Limit

Comprehensive General Liability	BI (Bodily Injury) $500,000 per occurrence $1,000,000 aggregate PD (Property Damage) $500,000 per occurrence
Automobile Liability	BI $500,000 per person $1,000,000 per occurrence PD $500,000 per occurrence
Umbrella Liability	$1,000,000.00

2. The Contractor/vendor shall provide the DCD with Certificates of Insurance evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. The DCD shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. The City, as an additional insured, shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract/ for any reason, including non-payment of premium. This should be accomplished through the addition of an endorsement to the policies providing Earlier Notice of Cancellation or Non-Renewal. Failure to provide the insurance required shall permit the DCD terminate a Contract. Such endorsement must contain the following stipulation:

> [Insurance Company] will mail notice of cancellation (including for non-payment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. [Insurance Company] will mail the notice at least 30 days before the effective date of our action.

3. In addition, a notarized Affidavit of No Interest form must be completed and signed by the insurance agent who issued the Certificate of Insurance and submitted with the Certificate of Insurance, deposing that no officer, official or employee of the Department of City Development has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance certificate.

4. The contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the DCD.

5. The certificate holder shall be noted as:

Department of City Development
809 N. Broadway, Attn: Purchasing/Contract Services
Milwaukee, WI 53202

C. Contractor shall comply with all applicable state, federal and local codes, and pay all permits, licenses and certificates, and other fees as required by the work including but not limited to the following:

1. Safety Regulations: All work shall be done in accordance with the safety requirements referenced in the International Building Code, as adopted and amended by the State of Wisconsin and OSHA. Also, Contractor shall provide all barricades necessary to protect neighbors during the construction activities.

2. Contractor shall comply with all rulings, regulations and laws of the following shall be complied with in the completion of this project, including:

International Building Code, as amended and adopted by the State of Wisconsin
Plumbing and Drainage Codes of the City of Milwaukee
Ordinances of the City of Milwaukee
National Board of Fire Underwriters
OSHA
N FPA
FAA
NEC
IEEE
UL

3. The City of Milwaukee will provide the general building and occupancy permits.

4. Contractors shall obtain, from the City of Milwaukee Department of City Development and/or other government or private agencies, all special permits as may be necessary in their work.

5. Contractor shall have the following credentials to perform this work. Contractors submitting a bid without already having these licenses will be rejected as being non-responsive

Certified with the State of Wisconsin in Heating, Ventilating and Air Conditioning for Operations and Maintenance along with Lead and Asbestos training and certification

Possess a Home Improvement Contractor's License from the City of Milwaukee.

6. Contractors shall obtain all permits to occupy or work in the public way as may be necessary for their work.

7. Contractors shall notify the City and/or appropriate utilities when making utility connections as part of the project.

D. INSPECTIONS:

1. DCD Staff, or designee, may provide daily inspection to verify compliance with contract documents, identify contractors and crews on the job, verify compliance with contract conditions (living wage requirements, etc), and record job progress and conditions.

2. Contractors shall arrange with the Department of Neighborhood Services/Construction Trades Division and permit issuing agencies for all code compliance inspections as required by all permits including, but not limited to, the general building and all special permits issued by that agency.

3. Contractors shall arrange with the appropriate City agency for compliance inspections, as required, for all permits including, but not limited to, curb and pavement cuts and patches, and public way occupancy and utility connections

E. WORK BY OTHERS:

1. Project roles are defined as follows:

a. OWNER – The City of Milwaukee.

b. OWNER's REPRESENTATIVE– Representative from the City of Milwaukee Department of City Development.

c. CONTRACTOR – The successful bidder of this contract.

d. CONTRACTOR's REPRESENTATIVE – The CONTRACTOR's Project Manager.

2. The CONTRACTOR shall not obstruct or cause delay in progress of work by others on the Property. CONTRACTOR shall coordinate with others performing work at the property regarding access, material staging areas, and work schedules.

3. The CONTRACTOR shall coordinate all Work, or specifically identified portions of the Work, with the OWNER's REPRESENTATIVE to allow for entry to inside of the building, obtain direction for locating equipment and materials, and obtain prior approval from OWNER's REPRESENTATIVE for changes to the initial schedule

4. CONTRACTOR'S REPRESENTATIVE shall be experienced and shall be directly in charge of the installation, all staff, and staff contractors associated with this work.

F. LIVING WAGE APPLIES - In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, the living wage rate is required for this Purchase Order. By executing the work on this Purchase Order, the Contractor certifies that it knows of the provisions of this section, intends to comply with them and 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 $9.39 per hour. Contactor is required to sign and have notarized the attached Affidavit of Compliance - Living Wage Provision and submit the Living Wage Compliance Report within10 days following completion of the work or every 3 months, whichever comes first. **On March 1, 2014, and each March 1 thereafter, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the U.S. Department of Health and Human Services most recent poverty guideline for a family of three. No contractor may use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor.

G. SUPERVISION OF WORK:

1. Contractors shall furnish the services of an experienced foreman or superintendent.

2. He shall be constantly in charge of the installation of the work together with all labor required to unload, transfer, erect, connect up, adjust, start, operate and test each system.

3. He shall be thoroughly acquainted with and be responsible for the Contractor's work so that it is properly coordinated and supervised to the satisfaction of the Commissioner of DCD or his representative.

H. INVOICING:

1. Payments for work performed will be made upon submission of an itemized invoice including, but not limited to the following:

a. All work will be inspected and approved before payment will be made.
b. Purchase Order or Contract Number.

c. Classification of personnel, labor hours per week, and costs.
d. A summary of work
e. Work Orders and receipts for materials must be included with your Request for Payment Sheet, which details the Work performed, signed by both the Contractor and DCD.
f. All statements and invoices shall be submitted to: Land Management; Attn: Deborah McCollum-Gathing; 809 N. Broadway, 2nd floor; Milwaukee, WI 53202

2. Payments will be held if contract administrative requirements are not met, i.e. wages, or other paper work for requirements are not up to date.

3. Contractor shall maintain individual invoices for each maintenance occurrence during previous month on a unit basis. These records must be submitted with monthly pay requests for request to be process.

I. IDENTIFICATION: Contractor shall require its employees or agents, performing services to said properties, to wear an identification card affixed to the individual's outer clothing in a conspicuous place, clearly visible to residents, containing a recent photograph of the individual d he individuals name or posses a valid Wisconsin photographic driver's license issued to such individual and/or Wisconsin Identification Card for such individual to produce such identification on request of DCD representative.

J. WORK NOT INCLUDED: The City reserves the right to contract for related services outside this contract. Nothing in these specifications shall be deemed to preclude this right the contractor shall not be entitled to compensation or -damages for such services rendered by others.

K. ELECTRICAL POWER: Contractor shall be responsible for providing their own power source, if circumstances arise.

L. CONTRACT CANCELLATION:

1. This contract shall be subject to an annual review and evaluation.

2. Should the contractor fail to comply with the requirements set forth in the project manual, the City may terminate the contract with written notice 60 days prior to each anniversary date. The City shall be the sole judge of compliance. Additionally, the City reserves the right to cancel the contract at any time for- convenience with or without cause.

3. Should the contractor fail, or be unable for any reason to make any needed adjustment or repairs required by the specifications, the City reserves the right to have such adjustments or repairs performed by an outside firm. This contract in no way obligates the City to compensate this contactor for the cost of such adjustments or repairs, and the contractor shall not be entitled damages for such services rendered by others

M. HAZARDOUS MATERIAL – If awarded this contract, if Contractor should come into contact with any hazardous materials that are questionable while performing this work, Contractor shall notify DCD representative immediately.

N. PAYMENT MONITORING REQUIREMENTS: All Contractors awarded a contract valued at $25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small

Business Development (OSBD) should you have any questions or concerns regarding the training process at (414) 286.5553.

O. EQUIPMENT AND QUALIFICATIONS: The Contractor shall ensure that all workers assigned and approved to work under this contract have a complete set of necessary tools to perform the required scope of work. These tools shall be brought to the job on a daily basis. The Contractor shall provide all personal safety equipment necessary including, but not limited to hard hat, safety glasses, harnesses, goggles, gloves, etc.

A minimum of one continuously operable and available fully stocked service vehicle is required for this contract. Each vehicle must have their own set of tools and must be on hand or purchased/leased upon award of contract with the primary use of which would be to provide the services under this contract. All equipment is subject to verification at any time during the contract period.

P. LOCATION OF WORK: All work to be performed within the corporate limits of the CITY.

Q. DAMAGES: The CONTRACTOR shall be held liable for any and all property damage and/or injury or harm to persons resulting from work that is performed under this contract.

R. CHANGES IN WORK: The CITY may make changes to the scope of the work or the number of properties in the inventory. Such additions or deletions shall not invalidate the contract nor shall such change relieve the CONTRACTOR from any of the CONTRACTOR'S obligations under the contract or any guarantee given by the CONTRACTOR and CONTRACTOR shall not alter the unit prices as a result of this change.

S. VEHICLE/EQUIPMENT RESPONSIBILITY: The CONTRACTOR assumes all responsibility in observing all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of the service described herein.

T. HOLIDAYS: The CITY recognizes the following holidays:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

U. COMPANY PERSONNEL STANDARDS AND RESOURCE COMMITMENT:

1. Supervision of Work: Contractors shall furnish the services of an experienced foreman or superintendent. The supervisor shall be thoroughly acquainted with and be responsible for the Contractor's work so that it is properly coordinated and supervised to the satisfaction of the Commissioner of DCD or his representative.

2. Only qualified personnel shall supervise and perform maintenance services in this contract. If in the CITY'S sole discretion any of the CONTRACTOR'S personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the CONTRACTOR shall, upon notice from the CITY, remove any such personnel and replace them with satisfactory personnel. Furthermore, the CITY may require replacement of CONTRACTOR'S supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. **There shall be at least one employee on**

each crew that speaks fluent English.

3. The CONTRACTOR shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The CITY retains the right to require the CONTRACTOR to halt all work activities until such conditions are resolved. CONTRACTOR'S failure to resolve any and all conflicts to the satisfaction of CITY shall be considered a breach of contract, and subject to termination.

III. TECHNICAL SPECIFCATIONS

The work shall include, but not be limited to, the furnishing of all labor, materials, supervision, equipment and services as may be necessary or requested to perform Furnace Maintenance Services on improved properties owned by either the City of Milwaukee, hereinafter referred to as "CITY" and/or the Redevelopment CITY of the City of Milwaukee, hereinafter referred to as "the AUTHORITY," and the Milwaukee Neighborhood Reclamation Company hereinafter referred to as "MNRC." The initial term of the contract awarded shall be for one year.

A. SCOPE

1. Provide furnace maintenance services as a full service company handling any and all furnace repairs in house as requested by DCD for non- routine and scheduled work and non-scheduled emergency work. The furnace maintenance services work shall include the following:

   a. Furnace system repairs

   b. Furnace system install

2. Submittals – Furnace repair contractor shall be responsible for submitting the following to DCD for any and all work and materials furnished as part of the contract.

   a. Permits - Contractor shall submit copy of all and any permits required and obtained from proper authorities having jurisdiction.

B. PRODUCTS

1. Materials supplied by Contractor: The Contractor shall furnish all materials and parts at the time of work being performed. All Parts and material supplied by Contractor shall meet HVAC industry standards and State, County and City codes.

C. EXECUTION

1. General Guidelines

   a. The contractor shall take all steps necessary to protect all property and persons from any damage or injury resulting from this work.

   b. The area where the work is to be done is used by children and other persons. The Contractor shall exercise care during the course of the work for the protection of persons and property.

c. Provide, erect and maintain all fences, planking, bracing, lights, barricades, warning signs and guards necessary for the protection of human life and adjacent property.

d. Due care and diligence shall be exercised in all cutting, and demolition operations which might affect materials that are to remain. The Contractor shall bear responsibility for and cost of all damage arising from all operations connected with this work.

e. The Contractor shall at all times conduct his operation in a manner to exclude dust and elements from the other parts of the building.

f. The Contractor shall take all steps necessary to reduce or eliminate hazard from lead and asbestos materials.

g. The Contractor shall take all steps necessary to minimize the inconvenience to the residents and shall complete the work in each dwelling unit and no dwelling unit shall be left without proper weather protection at the end of the work day. The Contractor shall conduct the operation with the utmost discretion and cooperation with DCD in the maintenance of a satisfactory resident relationship.

h. The Contractor shall provide and maintain protection in the area of the work required to prevent the intrusion of water into the building during the work.

i. The Contractor shall secure all equipment at the end of each working day to ensure against tampering by unauthorized persons.

j. The Contractor shall remove all protection when work is complete and when authorized to do so by DCD.

2. Furnace Repairs includes but is not limited to the following:

a. Internal/external controls

b. Connections

c. Thermostats

d. Duct work

e. Venting (i.e. return and supply)

f. Electrical fixtures

g. Gas piping systems.

3. Furnace system install to include, but limited to the following:

a. Connection to gas

b. Connection to Electricity

c. Connection to existing return and supply

d. New furnace install must be elevated 6-8 inches off the floor. If unable to elevate to 6-8 inches of the floor due to ductwork, etc, Contractor must contact DCD representative prior to installation.

e. If additional work needs to be provided during the installation of the furnace (such as duct work) Contractor must contact DCD representative.

4. Diagnostic Testing Equipment – Contractor must have the following diagnostic testing equipment available for testing equipment for performance of the furnace systems:

a. Combustion Analyzer
b. CO Analyzer
c. Draft Gauge or Manometer
d. Gas leak detector

5. Clean up - Upon completion of the services at a property, contractor shall clean up area removing all work debris, equipment and unused materials to the satisfaction of DCD.

Replacement Gas Furnace Check List

Customer _____ Contractor _____

Telephone _____ Brand/Model # _____

Date Installed _____ Serial # _____

WisWap BID# _____ or WHEAP Agency _____

Inspection/Adjustments

PMI=per manufacturer's instructions

(✓ box, enter test results or enter requested number as item is inspected or completed. Indicate "N/A" if not applicable.)

☐ Propane ☐ Natural gas

☐ Photos documenting furnace conditions and manufacturer nameplate were taken and provided to Agency

☐ Installation information sticker (*installer name, phone number, date*)

☐ Warranty and manual in envelope attached to the furnace cabinet

Size calculated for the new furnace Btus Input _____ Measured Input (Clock meter) _____

☐ Agency given a copy of sizing calculation.

Gas Pressure [Inches of water column (IWC)]: Input _____ Manifold _____

Electrical ☐ Working Safety Switch on/in reach of furnace

☐ Dedicated Circuit and 15-amp fuse or circuit breaker

☐ Set heat anticipator (thermostat) PMI ☐ Not applicable

☐ Furnace elevated off basement floor. Note: Furnace not in basement, can be on floor.

Gas Piping ☐ Sized for BTUs All Appliances ☐ No Leaks ☐ Shut Off Present

☐ CSST Bonded ☐ Sediment Trap Present

☐ Condensate properly drained per local code and PMI

☐ Combustion air pipe properly installed, terminated, and supported (PMI) ☐ Sealed test hole

☐ Exhaust piping properly installed, terminated and supported (PMI) ☐ Sealed test hole

Air Filter: ☐ Opening Covered/Sealed

☐ Filter easily removed with no obstructions

Filter(s) installed and replacements provided _____(total #) Size _____

☐ Distribution plenums sealed; all major duct leaks properly sealed per specs

☐ Orphaned water heater has proper draft

Performance Testing

(Enter test result. Indicate "N/A" if installation is space heater.)

Steady State Efficiency Test

Adjust to achieve combustion standards

SSE %	O_2 %	CO ppm	Combustion Air F°	Flue F°	PMI AFUE %

Distribution Static Pressure

Measured in supply and return plenums: PMI

Return Pressure	Supply Pressure	Total Pressure	PMI Max.TESP	
				☐ IWC ☐ Pa

Temperature Rise

Supply °F	Return °F	Total Rise (Supply - Return)	PMI Min	PMI Max

Air Flow Rate Testing Procedure

☐ Plate Method

☐ Fan Tables

☐ Other _____

Air Flow CFM: _____

I certify that the visual inspection and the performance tests were completed as indicated.

Installer's Signature _____ Date _____

Name (Print legibly) _____

I certify that the heating system was installed to my satisfaction on the date indicated.

Customer's Signature _____ Date _____

Name (Print legibly) _____

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

_____ as PRINCIPAL,
(name of Principal)

and

_____ ,as SURETY
(name of Surety)

are held and firmly bound unto the Department of City Development of the City of Milwaukee, 809 North Broadway, Milwaukee, Wisconsin, hereinafter called the "DCD," in the penal sum of Five Hundred Dollars *($500.00)*, lawful money of the United States, and the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the principal has submitted for the accompanying bid, dated _____, 20 _____, for _____.

NOW, THEREFORE, if the principal shall not withdraw said bid within period specified therein after opening of the same, or, if no period be specified, within sixty (60) days after the said opening; and shall within the period specified therefore, or if no period be specified within ten (10) days after prescribed forms are presented to him for signature, enter into a written contract with DCD in accordance with bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of withdrawal of said bid within period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal, shall pay DCD may procure the required work, or supplies, or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, The above-bounded parties have executed this instrument, under their several seals this _____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these Presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

_____
(Business Address)

_____

Witness:

_____ By _____ Affix Corporate Seal

Title _____

_____
(Corporate Surety)

_____
(Address)

_____

Witness:

_____ By _____ Affix Corporate Seal

Title _____

(Power-of-attorney for person signing for surety company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ , certify that I am the Secretary of the corporation named as Principal in the within bond; that _____ , who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

BOND AFFIDAVIT

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

_____

being first duly sworn, on oath deposes and says that he/she is

_____
(Attorney-in-Fact Agent)

of _____

surety on the within bond executed by _____

_____

Affiant further deposes and says that no Commissioner or Employee of the Department of City Development of the City of Milwaukee, and no city official or city employee of the City of Milwaukee has any interest; directly or indirectly in, or is receiving any premium, commission, fee, or other thing of value in account of the sale or furnishing of said bond.

_____

Subscribed and sworn to before me this

_____ day of _____, 20 ____.

_____

Notary Public, _____ County, _____

My commission expires _____

City of Milwaukee
Section 3 Business Certification

Section 3 Business Criteria: Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
2. Thirty percent or more of your permanent, full-time employees are Section 3 qualified persons.

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Section 3 Person Criteria: A Section 3 qualified person must:

1.) Be a resident of Public or Indian Housing; **or**,
2.) Live in the Milwaukee Metropolitan Area (Milwaukee, Waukesha, Washington or Ozaukee Counties); **and**, earn no more than the following amounts:

Number of persons in household	1	2	3	4	5	6	7	8
Family income limit to qualify as "very low-income" (i.e., 50% of median)	$24,400	$27,850	$31,350	$34,800	$37,600	$40,400	$43,200	$45,950
Family income limit to qualify as "low-income" (i.e., 80% of median)	$39,000	$44,600	$50,150	$55,700	$60,200	$64,650	$69,100	$73,550

Section 3 Statement: Please check the appropriate box below.

☐ My business is a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
☐ My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		
Telephone Number:		

Note: The City of Milwaukee may request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business. If you are found to have intentionally falsified any information on this report, you may be prohibited from bidding on future City of Milwaukee projects. If you have any questions about this form, please call your agency contact representative.