

**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  
Phone: 414-286-5800

OFFICIAL NOTICE NO. 57536

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 Thursday, September 4, 2014, at 11:00 A.M.

**One OPTIONAL pre-bid meeting will be held on August 25, 2014, from 11:00 a.m. to 12:00 noon in the First Floor Boardroom of the Department of City Development offices located at 809 N. Broadway.**

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**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. 57536, 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.

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DESCRIPTION **Board-Up and Property Maintenance Services  
City of Milwaukee Habitable and  
Improved Neighborhood properties  
Milwaukee, WI**

DETAILS OF SPECIFICATIONS: dated August 5, 2014

**FOR: Board-Up and Property Maintenance Services  
City of Milwaukee Habitable and  
Improved Neighborhood properties  
Milwaukee, WI**

The SBE Requirement for this Project is: 25%

Liquidated damages: See Specifications

Time of contract: Contract to be executed and effective October 1, 2014. 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. Board-up Services will be on an as needed, project by project basis

**BID SECURITY REQUIRED:** BID SECURITY IN AN AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00) IS REQUIRED AND MUST ACCOMPANY BID.

DETAILED SPECIFICATIONS: dated August 5, 2014

**NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE OFFICES OF THE DEPARTMENT OF CITY DEVELOPMENT ON Thursday, September 4, 2014, 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, published at the website listed above..

Please e-mail Scott Stange with any questions regarding this bid: [sstang@milwaukee.gov](mailto:sstang@milwaukee.gov). The deadline for questions will be **Wednesday, August 27, 2014**. 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 **Thursday, August 28, 2014**, 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.**



**FOR: Board-Up and Property Maintenance Services  
City of Milwaukee Habitable and  
Improved Neighborhood properties  
Milwaukee, WI**

**ALL BIDS MUST BE TYPED OR PRINTED**

For furnishing all necessary supervision, labor, tools, equipment, transportation, permits, certifications, temporary protection, shop facilities, materials and storage necessary and/or required to complete the board-up and property maintenance services work at City Of Milwaukee Improved Neighborhood properties all in accordance with the specifications and project manual

BASE BID FOR THE SUM:

Calculated BASE BID TOTAL based on the following formula:

Base Bid= 600 X the sum of: (board up first floor, basement, porch-accessible and garage window x 10) + (board up 2<sup>nd</sup> floor window x 10) + (board up entry door x 1) + (door cover x 1) + (each "2x4" reinforcement x 2) + (board up of garage door x 1) + (install hasp lock x 1) + (screw closed door/window x 1) + (Winterization x 1) + (refuse removal x 1) + (Signage x 1) + (painting the boards x 22)

(Bid in figures) \$ \_\_\_\_\_

(Bid in words) \$ \_\_\_\_\_

UNIT PRICES:

Each bidder shall provide on the bid proposal the following unit prices. Unit prices are to be used in arriving at the base bid. The unit prices will be used for work required for each project under the contract. Unit prices will generally govern the amount paid to the contractor. However, specific conditions, unique to each property, and the applicability of any of the unit portions, will be taken into consideration. The unit prices will be used for additions to or deductions from work required under the contract.

Unit Price No. 1:

State the cost for labor and materials to board-up each first floor, basement, porch-accessible and/or garage window

(Bid in figures) \$ \_\_\_\_\_ per window

(Bid in words) \$ \_\_\_\_\_ per window

Unit Price No. 2:

State the cost for labor and materials to board-up each second floor window

(Bid in figures) \$ \_\_\_\_\_ per window

(Bid in words) \$ \_\_\_\_\_ per window

Unit Price No. 3:

State the cost for labor and materials to board-up each entry door (Chip-it door)

(Bid in figures) \$ \_\_\_\_\_ per door

(Bid in words) \$ \_\_\_\_\_ per door

Unit Price No. 4:

State the cost for labor and materials for each door cover

(Bid in figures) \$ \_\_\_\_\_ per door

(Bid in words) \$ \_\_\_\_\_ per door

Unit Price No. 5:

State the cost for labor and materials for each "2x4" reinforcement added to the OSB board(s) for either door or window.

(Bid in figures) \$ \_\_\_\_\_ per reinforcement

(Bid in words) \$ \_\_\_\_\_ per reinforcement

Unit Price No. 6:

State the cost for labor and materials to board-up each single car garage door

(Bid in figures) \$ \_\_\_\_\_ per garage door

(Bid in words) \$ \_\_\_\_\_ per garage door

Unit Price No. 7:

State the cost for labor and materials to install a hasp lock

(Bid in figures) \$ \_\_\_\_\_ per lock

(Bid in words) \$ \_\_\_\_\_ per lock

Unit Price No. 8:

State the cost for labor and materials screw closed an entry door or window

(Bid in figures) \$ \_\_\_\_\_ per window/door

(Bid in words) \$ \_\_\_\_\_ per window/door

Unit Price No.9:

State the cost for labor and materials (including trip charge) for winterization

(Bid in figures) \$ \_\_\_\_\_ per property

(Bid in words) \$ \_\_\_\_\_ per property

Unit Price No.10:

State the cost for refuse removal

(Bid in figures) \$ \_\_\_\_\_ per trailer load

(Bid in words) \$ \_\_\_\_\_ per trailer load

Unit Price 11:

State the cost for labor and materials to affix a sign to the property

(Bid in figures) \$ \_\_\_\_\_ per sign

(Bid in words) \$ \_\_\_\_\_ per sign

Unit Price 12:

State the cost for labor and materials to paint the board

(Bid in figures) \$ \_\_\_\_\_ per board

(Bid in words) \$ \_\_\_\_\_ per board

**\*\*\* 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. 57536

### SMALL BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

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 in the SMALL BUSINESS ENTERPRISE PROGRAM (SBE). The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for SBE participation on this project is 25 %

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 five 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 – SIGNATURE IS REQUIRED OR BID WILL BE  
CONSIDERED NONRESPONSIVE.**

Rev. 2/2012

Official Notice No. 57536

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)



**Signed** per \_\_\_\_\_  
(Manual **signature required**)

**MUST BE SIGNED**

Official Capacity \_\_\_\_\_

BID DATED \_\_\_\_\_

SBE Contractor: Yes: \_\_\_\_\_  
No \_\_\_\_\_

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NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, 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 such 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

## City Of Milwaukee

### Department Of City Development

#### Small Business Enterprise (SBE) Provisions

##### I. General

- A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise (SBE) participation is required in all contracting activities of the Department of City Development. The ordinance requires that certified SBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. For the purchase of Professional Services the requirement is 18%. To that end, the Commissioner of the Department of City Development, as a contracting officer for the City, requires all bidders to utilize SBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve the minimum percent of SBE participation listed in the Acknowledgements page/section and/or the Official Notice document.
- B. The prime contractor shall prepare and submit accurate and timely SBE utilization forms and reports to the Department of City Development. The reports shall include, but not be limited to, Compliance Plan (Form A), monthly utilization (Form D), and SBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports to the Department of City Development may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final SBE utilization reports and SBE subcontractor payment certification forms are on file with the Department of City Development.
- C. During the performance of this contract, the Department of City Development reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of the Department of City Development will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, the Department of City Development may take one or more of the actions listed below:
1. Terminate or cancel the contract, in whole or in part.
  2. Consider possible debarment of the prime contractor from bidding.
  3. Withhold payments on the contract.
  4. Any other remedy available to the City at law or in equity.

##### II. Definitions

- A. "SMALL BUSINESS ENTERPRISE" (SBE) means a business that has been certified by the office of small business development based on the requirements specified in s. 370-25.
- B. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:
1. A sole proprietorship legitimately owned and operated and controlled by a minority, women or an individual at a disadvantage as defined in Chapter 370.
  2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities, women or individuals who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise

and who hold at least 51% of the voting interests of the enterprise eligible as defined in Chapter 370.

3. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority, woman or individual at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

### III. SBE Utilization Requirements

- A. Each prime contractor shall utilize SBE to the minimum percent listed in the Acknowledgements section/page and or Official Notice Document for this contract. Note that the prime contractors shall be required to attain SBE participation on their base bid excluding specified allowances, alternatives, and change orders. SBE commitments relative to contract award shall be based upon the approved SBE Compliance Plan (Form A).
- B. The determination of SBE utilization shall be based on the following criteria:
  1. The firms identified as SBE by the prime contractor on the SBE Compliance Plan (Form A) must be certified by the Office of Small Business Development prior to bid opening.
  2. The prime contractor shall be credited for the entire expenditure to SBE firms only if all of the identified scope of work is performed directly by the certified SBE firm.
  3. The prime contractor shall be credited for the entire expenditure to SBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the SBE goals may be expended for SBE suppliers that do not manufacture products they supply.
  4. The prime contractor shall count toward the SBE requirement only those payments to SBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an SBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an SBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an SBE, the full amount of the work performed by that third tier SBE can be counted toward SBE participation. However, if the third party subcontractor is not an SBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-SBE subcontractor. SBEs are required to notify the Department of City Development if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the SBE requirement. The Commissioner of the Department of City Development will make the final determination and evaluation of whether the SBE is performing a commercially-useful function.
- C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. The completed SBE Compliance Plan (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder."
  1. Information on Form A shall include, but not be limited to:
    - a. The names, addresses, telephone numbers, SBE Certification designation and contact person names for the certified SBE contractors that will participate on the project as subcontractors or suppliers;

- b. A description of the scope of work to be performed by the SBE on this project; and
  - c. The SBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.
- 2. Listing an SBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the SBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.
  - 3. SBE participation is an element of bid responsiveness. Failure to meet the specified SBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent low bidder. Under certain circumstances, failure to meet specified SBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.
  - 4. Only SBEs that have been certified by the Office of Small Business Development may be listed on the SBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified SBE firms is maintained at:

Office of Small Business Development  
200 East Wells Street  
City Hall, Room 606  
Milwaukee, Wisconsin 53202  
Phone: (414) 286-5553  
FAX: (414) 286-8752  
[www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd)

- D. After execution of the contract, if for any reason an SBE cannot perform, the prime contractor shall contact the Commissioner of the Department of City Development for approval to substitute another certified SBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-SBE firm may be substituted with the approval of the Commissioner of the Department of City Development.
- E. If the prime contractor has a problem in meeting the SBE requirements or if any other problems relative to SBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of the Department of City Development.
- F. Certification from programs other than the Office of Small Business Development is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.



**CITY OF MILWAUKEE  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
FORM A - CONTRACTOR COMPLIANCE PLAN**

This compliance plan must be completed in its entirety by the apparent low bid contractor within three (3) working days after the identification of the "low bidder," regardless of SBE participation or lack thereof.

**I. GENERAL INFORMATION (REQUIRED)**

BID # \_\_\_\_\_ SBE Participation: \_\_\_\_\_% Total Dollar Amount: \$ \_\_\_\_\_

BID Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. PRIME CONTRACTOR INFORMATION (REQUIRED)**

Contractor Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

City of Milwaukee SBE Certification: \_\_\_\_\_ Yes \_\_\_\_\_ No

**III. ACKNOWLEDGEMENT (REQUIRED)**

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge. Failure to submit this form and/or meet the specified SBE requirements may render the Bid/RFP unresponsive.

Name of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

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

**FOR STAFF USE ONLY**

Reviewed by OSBD Staff: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF MILWAUKEE  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
CONTRACTOR COMPLIANCE PLAN**

List all subcontractor information in its entirety. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Individual subcontractor SBE percentages should equal the overall participation as listed on Page 1. Please visit the OSBD website [www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd) for a complete list of certified firms.

**IV. SUBCONTRACTOR INFORMATION**

Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Owner/Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work performed / Materials supplied: \_\_\_\_\_

City of Milwaukee SBE Certification \_\_\_ Yes \_\_\_ No

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ \_\_\_\_\_ Percentage of contract: \_\_\_\_\_%

Subcontractor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Owner/Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work performed / Materials supplied: \_\_\_\_\_

City of Milwaukee SBE Certification \_\_\_ Yes \_\_\_ No

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: \$ \_\_\_\_\_ Percentage of contract: \_\_\_\_\_%

**\*PLEASE DUPLICATE AS NEEDED TO PROVIDE ADDITIONAL SUBCONTRACTOR INFORMATION\***

Department of Administration - Business Operations Division  
Office of Small Business Development  
City Hall, Room 606  
200 East Wells Street  
Milwaukee, WI 53202  
Information Line: 414-286-5553 Fax: 286-8752  
[www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd)



**SBE MONTHLY REPORT**

The monthly report should be completed in its entirety and submitted **no later than the 20th of every month** to DOA-Office of Small Business Development. If this represents the final report, Form E - SBE Payment Certification should be attached for each subcontractor.

**SECTION I. GENERAL INFORMATION (REQUIRED)**

Month: \_\_\_\_\_ Final Report:  Yes  No

Prime Contractor: \_\_\_\_\_

Address : \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

City of Milwaukee SBE Certification:  Yes  No

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Purchase Order / Contract # : \_\_\_\_\_ Project Name / Number: \_\_\_\_\_

Description of service performed and/or materials supplied: \_\_\_\_\_

Prime Contractor's Total \$ \_\_\_\_\_ Prime Contractor's YTD \$: \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_ SBE Participation Requirement \$ \_\_\_\_\_ / \_\_\_\_\_ %

**SECTION II. SUBCONTRACTOR INFORMATION (REQUIRED)**

List all SBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Please visit the OSBD website [www.milwaukee.gov/osbd](http://www.milwaukee.gov/osbd) for a complete list of certified firms.

Name of SBE Firm	Service Performed / Material Supplied	Amount Paid for the Month (\$)	Total (\$) Paid Y-T-D
Total Payments to SBE			

**SECTION III. ACKNOWLEDGEMENT (REQUIRED)**

I/we hereby certify that I/we have ready the above and approved this information to be precise and confirmed. I further understand that failure to return this form by the specified time may cause a delay in payments (if applicable).

Report Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **DIRECTIONS FOR COMPLETING FORM D - MONTHLY REPORT**

### **SECTION I. GENERAL INFORMATION**

Please provide all contractual information as indicated in Section I.

If the purchase order/ contract or project requires Small Business Enterprise (SBE) requirements, please indicate the percentage in the designated area.

### **SECTION II. SUBCONTRACTOR INFORMATION**

Monthly reports are due by the 20th of each month via fax at 414-286-8752 or US Postal Service.

The data should indicate payments for the previous month. If there are zero payments for a reporting period, a monthly report indicating such should still be submitted.

Only report payments to City of Milwaukee SBE firms. Non-SBE firms will not be counted towards participation requirements.

Please duplicate the form if you need to add additional payment information.

### **SECTION III. ACKNOWLEDGEMENT**

Sign and date Form D signifying that all information is precise and confirmed. Unsigned forms will not be accepted.



**SBE SUBCONTRACTOR FINAL PAYMENT CERTIFICATION**

This form is to be completed and signed by the Prime Contractor and SBE subcontractor firms that were utilized in connection with the contract/ project listed below, either for service performed and/or as a supplier.

Prime Contractor Name: \_\_\_\_\_

Prime Contractor's Bid or RFP#: \_\_\_\_\_ Purchase Order or Contract # \_\_\_\_\_

Project Name: \_\_\_\_\_

I hereby certify that our firm has paid the listed amount to the SBE Subcontractor as indicated below for work performed and/or material supplied on the above contract/project.

Authorized Signer: \_\_\_\_\_ Date: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Total payment received \$ \_\_\_\_\_

I hereby certify that our firm has received the listed amount from the Prime Contractor as indicated above for subcontract work performed and/or material supplied on the above contract/project.

Owner/Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit this form with the Prime Contractor's **final FORM D** (SBE Monthly Report) to:

Department of Administration  
Office of Small Business Development  
City Hall – Room 606  
200 East Wells St  
Milwaukee, WI 53202  
(or fax to 414-286-8752)

## 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. Effective May 31, 2014, completion of the Slavery Disclosure Affidavit is required **ONLY** if the Contractor's company was established during or prior to the slavery era (prior to the year 1865). If the Contractor's company was established in or before 1865, the form is required, regardless of contract type – bid, contract, JumpStart, Service Order, Purchase Order, etc. **Therefore, if the Contractor's company was established after the year 1865, a Slavery Disclosure Affidavit is not required.**

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>



DEPARTMENT OF ADMINISTRATION  
BUSINESS OPERATIONS DIVISION  
PROCUREMENT SERVICES SECTION

**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. **NOTE: Effective May 13, 2014, Contractors whose company was established during the slavery era, whether or not subject to competitive bidding, shall complete this Affidavit prior to entering into a contract.**

Please check one:

- This business **was** in existence during or prior to the slavery era (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 during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and am disclosing the findings below.

Findings being disclosed (please attach additional pages, if necessary):

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



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

\_\_\_\_\_  
Notary Public Signature

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

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

(SEAL)

**Please Return to:**  
DOA-BOD-Procurement Services  
200 E. Wells Street, Room 601  
Milwaukee, WI 53202

procurement.services@milwaukee.gov



**NOTICE**

**HOURLY RATE FOR EMPLOYEES WORKING ON CITY  
OF MILWAUKEE CONTRACTS SHALL NOT BE LOWER THAN**

**\$10.10 PER HOUR**

**REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13**

**Rate Effective 8/8/2014**

**Per Section 310-13, Milwaukee Code of Ordinances**

**CITY OF MILWAUKEE - DEPARTMENT OF CITY DEVELOPMENT**



**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 **\$10.10** per hour. The undersigned agrees to make a sworn report within 10 days following the completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report from every subcontractor employed by the contractor, 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 **\$10.10** 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 **\$10.10/HOUR**. **NOTE: REPORTS AS STATED ABOVE ARE STILL REQUIRED**.

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

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

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

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

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

(SEAL)

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

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

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

## **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 \$50,000.**

**IF THE ACTUAL COST OF A CONTRACT IS \$50,000 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.
- **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) 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.
- **SUBCONTRACTOR PAYMENT:** If this bid has subcontractor requirements, prime contractor must pay subcontractor(s) within ten working days of the contractor's receipt of payment from the City of Milwaukee, or ten days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor/vendor fails to make timely payment to a subcontractor, the contractor/vendor shall pay simple interest at the rate of one percent (1%) per month, beginning with the 11th calendar day

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*Specifications*

**Department of Department of City  
Development  
Official Notice #57536**

**Board-Up and Property  
Maintenance Services  
City of Milwaukee Habitable and  
Improved Neighborhood properties  
Milwaukee, WI**

## I. INSTRUCTIONS TO BIDDERS

A. **BID FORM:** Submit unit prices for the work as indicated and specified herein, as listed in Section III. **SCOPE OF WORK**, complete in every respect. Bid will be awarded on the basis of 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. Unit prices are to be used in arriving at the base bid. The unit prices will be used for work required for each project under the contract. Unit prices will generally govern the amount paid to the contractor. However, specific conditions, unique to each property, and the applicability of any of the unit portions, will be taken into consideration. The unit prices will be used for additions to or deductions from work required under the contract.

Unit prices shall include all labor and materials cost including: 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, Bonds, Property Insurance, Comprehensive General Liability Insurance, Industry Programs, and profit on “Wage Rate” and/or “cost,” and other expenses including: all necessary supervision; tools; equipment; transportation; permits; certifications; temporary protection; shop facilities; materials and storage necessary and/or required to complete the board-up and property maintenance services work at City Of Milwaukee Improved Neighborhood properties all in accordance with the specifications and project manual

Unit Price No. 1: State the cost for labor and materials to board-up each first floor, basement, porch-accessible and/or garage window.

Unit Price No. 2: State the cost for labor and materials to board-up each second floor window.

Unit Price No. 3: State the cost for labor and materials to board-up each entry door (Chip-it door).

Unit Price No. 4: State the cost for labor and materials for each door cover.

Unit Price No. 5: State the cost for labor and materials for each “2x4” reinforcement added to the OSB board(s) for either a door or window.

Unit Price No. 6: State the cost for labor and materials to board-up each single car garage door.

Unit Price No. 7: State the cost for labor and materials to install a hasp lock.

Unit Price No.8: State the cost for labor and materials to screw closed an entry door or window.

Unit Price No.9: State the cost for labor and materials (including trip charge) for winterization.

Unit Price No.10: State the cost for refuse removal per trailer load (14ft long x 5ft wide x 3ft deep). The per-load cost shall include the dump fee as well as any cost associated with renting such a trailer (if necessary).

Unit Price 11: State the cost for labor and materials to affix a sign to the property (per Section III(A)(4)(b))

Unit Price 12: State the cost for labor and materials to paint the board(s)

C. BID EVALUATION:

Base bid defined by following formula.

Bids will be evaluated by adding the sum of the bid amounts for each of the unit prices and multiplying them by related contract breakdown figures listed in paragraph below. **Contract award will be based on calculated BASE BID TOTAL.**

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.

Contract Breakdown Figures:

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

Example of bid evaluation formula for an example property:

	This column represents the amount of a bidder's unit prices that would be entered into the bid form	
	↓	
1 <sup>ST</sup> FLOOR, BASEMENT, PORCH-ACCESSIBLE and/or GARAGE WINDOW	\$10.00 times 10	= \$100.00
2 <sup>ND</sup> FLOOR WINDOW	\$15.00 times 10	= \$150.00
ENTRY DOOR (Chip-it Door)	\$50.00 times 1	= \$50.00
DOOR COVER	\$30.00 times 1	= \$30.00
"2x4" REINFORCEMENT	\$5.00 times 2	= \$10.00
GARAGE DOOR	\$70.00 times 1	= \$70.00
HASP LOCK	\$5.00 times 1	= \$5.00
SCREW CLOSED DOOR/WINDOW	\$5.00 times 1	= \$5.00
WINTERIZATION	\$70.00 times 1	= \$70.00
REFUSE REMOVAL	\$200.00 times 1	= \$200.00
SIGNAGE	\$10.00 times 1	= \$10.00
PAINT	\$2.00 times 22	= \$24.00
	Sum	= \$724.00

X 600 properties

**BASE BID TOTAL = \$434,400.00**

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 price and Base Bid Total Sum
- Acknowledgement Page
- Signature Page
- Signed Addendum, if any
- Affidavit of Non Collusion
- "Inventory of Vehicles – Attachment A."
- Bid Security

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

E. 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 property maintenance services (Board-up, Winterization, Clean outs, etc) 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.

F. AWARD OF WORK: The City reserves the right to award a contract to the two lowest responsible and responsive bidders. The lowest responsible and responsive bidder will be considered the Primary Contractor and be awarded the contract on the basis of the base bid. The next lowest responsible and responsive bidder will be awarded the contract as Back-up Contractor

The City shall direct work to the Back-up Contractor if the Prime Contractor is unable to meet one or more of the requirements of the contract as follows:

1. Respond and perform services on a timely basis as defined in the contract.
2. Satisfactory completion of work performed.
3. Satisfactory SBE participation
4. Unable to negotiate mutually agreed on terms of extension to this annually contract

G. CONTRACT AWARD: The Commissioner of DCD will award the contract(s) based on the calculated BASE BID TOTAL.

H. CONTRACT BREAKDOWN: The unit prices provided with this bid will be used as a basis for payment of work completed.

I. CONTRACT EXTENSION: This contract may be extended for two (2) additional one (1) year periods upon mutual consent of both parties. Extension of the contract is on a one year basis and is subject to the conditions, including, but not limited to those listed below:

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

One year extension of this contract may occur annually upon mutual consent of both parties. Negotiations shall begin 60 days prior to contract anniversary date. Failure to successfully negotiate a single year extension will void contract 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: Contractor is to provide board-up 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), Neighborhood Improvement Development Corporation (NIDC), Milwaukee Police Department (MPD) and/or Department of Neighborhood Services). The contractor shall receive authorization to proceed with work via a faxed Work Order or called in with the Work Order number. The Contractor shall have in its employ a sufficient force of qualified and competent personnel to commence work on each property within twenty-four hours of contractor receiving Work Order from DCD or other authorized City department to proceed and within the time frame listed below for Emergency Work. Picking up keys to a property does not constitute commencement of work. The Contractor shall complete the work within twenty-four hours (24) (including Saturdays, Sundays, and holidays) after the time the service is requested, except for emergency service requests. DCD may grant an additional seventy-two (72) hours to complete (or within additional time extension granted by DCD); 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 neighbor (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. EMERGENCY WORK: Emergency 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 requested board(s) must be on the property within 1 hour of the original call.

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

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

P. 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 and subcontractors. The City will cooperate by making originals available to the contractor/s printer of choice.

Q. 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.

R. LOCAL BUSINESS ENTERPRISE: Bids that are issued on or after August 10, 2009, include a Local Business Enterprise (LBE) bid incentive in accordance with Chapter 365 of the Milwaukee code of ordinances. Please note that the LBE criteria has been revised, effective December 18, 2009, information regarding the LBE incentive and revised criteria can be found by accessing the city's web site: <http://www.milwaukee.gov>, click the departments link, click the Procurement Services (purchasing) link under Business and Development category, click the Important Information link (see also attached forms).

It is your responsibility as a bidder to familiarize yourself with this ordinance prior to submitting your bid. Local Business Enterprise means a business which satisfies all of the following criteria:

1. Owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish compliance as a Local Business Enterprise. A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee. Leased property shall not suffice to establish compliance as a local business enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.

2. Has owned or leased real property and has been doing business within the geographical boundaries of the City of Milwaukee for at least one year.

3. Is not delinquent in the payment of any local taxes, charges or fees, or has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement

## 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 five 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. The rulings, regulations and laws of the following shall be complied with in the completion of this project:

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  
NFPA  
FAA  
NEC  
IEEE  
UL

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

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

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

5. 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 (SBE, living wage requirements, etc), and record job progress and conditions. All work shall be subject to inspection, examination, or test by DCD at any and all times during or after the performance of said service and at any and all places where such service is or has been performed. DCD shall have the right to reject defective or otherwise unsatisfactory service and require its correction. Rejected services shall be corrected in a timely manner and to the satisfaction of and without charge DCD.

2. Notice of unsatisfactory work shall be provided in writing.

3. Where the Contractor has failed to complete certain services and has been given notice to correct the discrepancy and has failed to complete the work (either because the allotted time for correction has passed or a second inspection reveals that the work remains incomplete), DCD may take the following action:

a. Deduct the line item value of the work not completed from the payment of the invoice for said service for its failure to the correct service in an effective manner.

b. Assign any Work Not Completed in accordance with these specifications to the Back-up in which case the Primary Contractor would be financially responsible for any additional costs incurred by DCD.

4. 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.

5. 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, or designee.

c. CONTRACTOR – The successful bidder of this contract.

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

e. SUBCONTRACTOR(s) – Any lower-tiered CONTRACTOR to the CONTRACTOR.

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. SUPERVISION OF WORK:

1. Contractors shall furnish the services of an experienced foreman or superintendent. Only qualified personnel shall supervise and perform services in this Contract. If in DCD’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 DCD, remove any such personnel and replace them with satisfactory personnel.

Furthermore, DCD 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.

2. 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. DCD 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 DCD shall be considered a breach of contract, and subject to termination.

3. Contractor's supervisory personnel shall be constantly in charge of the installation of the work together with all subcontractors, helpers, and labor required to unload, transfer, erect, connect up, adjust, start, operate and test each system.

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

G. 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 \$10.10 per hour. Contractor is required to sign and have notarized the attached Affidavit of Compliance - Living Wage Provision and submit the Living Wage Compliance Report within 10 days following completion of the work or every 3 months, whichever comes first. Currently, Section 310-13 requires that 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 average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor shall be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage.

H. REFERENCES: References must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low Bidder". The references are to include a list of three (3) other projects (with contact information) that are similar in terms of size or type to those which the low bidder has successfully shown the capability to complete in the past and currently proposes to service under this contract.

I. INVOICING:

1. Payments for work performed will be made upon submission of an itemized statement (provided by DCD) 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. Quantity of unit costs required for the work order.
- d. A summary of work.

e. Original receipts from the dump.

f. Work Orders must be included with your Request for Payment Sheet, which details the Work performed, signed by both the Contractor and DCD.

g. 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, SBE, etc or 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.

J. 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 and the individuals name or possesses 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.

K. 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.

L. ELECTRICAL POWER: Contractor shall be responsible for providing, at their expense, their own power source (generator including the gas).

M. WATER: Contractor shall be responsible for providing their own water source.

N. TOILET FACILITIES: Contractor shall be responsible for providing their own toilet facilities.

O. ANNUAL REVIEW AND 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 contractor for the cost of such adjustments or repairs, and the contractor shall not be entitled damages for such services rendered by others

P. 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.

Q. EQUIPMENT: 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, including but not limited to their own on-site power (generator). 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 two (2) continuously operable and available fully stocked service vehicles are required for this contract.** Each vehicle must have their own set of tools (e.g. generator, saws, drills, etc), 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, as the contractor may likely be required to respond to two simultaneous and separate calls (any combination of regular work order or emergency work order) from DCD and/or another authorized City department. Information regarding these types of vehicles must be declared by the Contractor on "Inventory of Vehicles – Attachment A." False or misleading information regarding equipment availability or intent shall result in bid withdrawal and permanent disqualification from future bid solicitations. Proof of declared equipment committed for each bid area must be provided to DCD before contract is executed. All declared equipment is subject to verification at any time during the contract period.

R. WARRANTIES OF PROPERTIES - No warranties, representations, or guarantees are made or implied regarding the structural integrity or the safety of any property or parcel assigned for work to the Contractor. **Contractor enters onto the parcels and into the properties at their own risk.** Contractor agrees that its obligations to defend and indemnify DCD and the City expressly apply to any injuries occurring to its employees or damage occurring to its property as a result of conditions existing on the parcel or in the property.

### III. SCOPE OF WORK

A. DESCRIPTION OF WORK: The Contractor shall provide all necessary supervision, labor, tools, equipment, transportation, permits, certifications, temporary protection, shop facilities, materials and storage necessary and/or required to complete the property maintenance work assigned under the provisions of this Contract and these Specifications on an on-call basis 24 hours a day.

Work required includes, but is not necessarily limited to the following:

1. BOARD-UP - Boards shall be cut to fit door and window openings, and square head or star drive screws at least 3 inches in length with washers shall be used to fasten boards to a structure. Boards shall be a minimum of 5/8" thick and be painted to match the trim or siding color of the structure, or painted forest green. At least one door boarded at the grade level shall be maintained with locks or hinges to permit entry for inspection purposes.
  - a. All first floor windows, garage windows, basement windows, and porch accessible window are those windows accessible to grade by stairs or permanently fixed ladders or within 10 feet of grade and any other doors, windows or other means of ingress or egress as directed by the commissioner. The cost for time and materials to paint the board must be included in the price for each window.
  - b. Second floor windows are those that require a non-fixed ladder to reach and cover the window with the required boarding material. The cost for time and materials to paint the board must be included in the price for each window. Please note that windows on the second floor of a house that are accessible by a second floor porch (therefore not needing a ladder to reach) and second

floor windows that the contractor is directed board from the inside of the property, shall be compensated at the first floor window rate.

c. The entry door shall be secured with a 5/8" plywood door, known as a chip-it door. The cost for time and materials to paint the board must be included in the price for each window. All hardware shall be included. Lock to be provided by DCD.

d. Upon request from the DCD, boards and/or signs shall be removed from specified windows within 24 hours and stored by the contractor for re-use by DCD.

e. Upon request from DCD, a "2x4" reinforcement shall be attached in addition to the OSB board for both windows and doors.

f. Door Covers –Entry doors would be covered by a board according to the requirements above. This is separate from a chip-it door, as a "door cover" would not require any hinges or hasp lock

g. Single-car garage doors are to be boarded according to the requirements above. The cost for time and materials to paint the board must be included in the price for each garage door. Two-car garage doors will be compensated at a rate that is two times the rate of the single-car garage.

h. Install Hasp - This shall include the time and materials cost for installing a hasp lock as requested by DCD.

i. Screw Door/window Closed.

j. Upon request form DCD, contractor will paint the boards used for a property to match the trim or siding color of the structure, or be painted forest green. Contractor also responsible for storing paint necessary to provide this task

## 2. WINTERIZING

a. Water shall be shut off at meter setting. If it is determined that the basement valve does not close completely to cut off all water flow, then DCD shall be notified immediately. All water shall be drained from fresh water system including hot water heater and boiler.

b. All drain plugs shall be removed then replaced. Anti-freeze shall be poured into all waste drains including bathtubs, laundry tubs, sinks, toilets and floor drains.

c. Contractor shall affix a sticker in bathroom, kitchen, hot water heater, and boiler indicating date of weatherization.

3. REFUSE REMOVAL/GENERAL MAINTENANCE Upon request, Contractor shall clean out and remove interior or exterior debris of a property. The cost of this service will be based of a per load fee of a trailer that is 14ft (long) x 5ft (wide) x 3ft (deep). It is the responsibility of the contractor to provide this trailer. The per-load cost shall include the dump fee as well as any cost associated with renting such a trailer (if necessary).

Upon request, Contractor shall remove hazardous waste at a property. Contractor must take all hazardous waste to the Veolia landfill located at W124 N9451 Boundary Rd, Menomonee Falls, and that extraordinary charges associated with hazardous waste disposal will be reimbursed to the contractor upon presentation of documentation of the charges.

4. SIGNAGE – depending on the disposition of a property, DCD may require a contractor to affix a sign (approximately 24” x 32”) to the property. DCD will provide the contractor with a bulk supply of these signs. The Contractor will be responsible for storing of these signs while they are not in use.

a. If the disposition of the property is known at the time the Contractor is sent to a property for the first time to board up windows, doors, etc., DCD will require the Contractor to affix the sign to the property. DCD will instruct the Contractor on where to locate the sign on the property. The location of the sign will not be uniform and depend on the characteristics of each property. This time and materials cost is to be included in the Contractor’s cost to board up the windows, doors, etc.

b. If the disposition of the property is **not** known at the time the Contractor is sent to a property for the first time to board up windows, doors, etc., DCD may require the Contractor to go back to a property to affix the sign to the property. DCD will instruct the Contractor on where to locate the sign on the property. The location of the sign will not be uniform and depend on the characteristics of each property. The contractor is to provide a separate time and materials cost for this service (as noted in unit price #11).

## B. EXECUTION

### 1. General

a. The Contractor shall take all appropriate steps necessary to minimize inconveniences to the neighbors of the property.

b. The Contractor shall work with the Owner to cultivate and maintain good neighbor relations.

c. Contractor must be able to provide his/her own on-site power generator (including the gas) and/or trailer.

### 2. Property Protection

a. The Contractor shall take all precautions to ensure the protection of the property.

b. The Contractor shall construct barriers, warning signs, enclosures and similar safety precautions to protect children, adults, and others in and around the work areas while work is in progress and remove such apparatus when the work is completed.

C. CLEAN UP - Clean up area removing all work debris, equipment and unused materials to the satisfaction of the Owner. Periodically, the Contractor will be required to clean-up and dispose of visible loose litter/garbage (including paper, glass, plastic, metal etc.) while at a property site before leaving for the day, at no additional cost to DCD.

ATTACHMENT A

INVENTORY OF VEHICLES

QUANTITY	MAKE	MODEL YEAR	TYPE OF VEHICLE	COMMENTS

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

## **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 five (5) 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  
Seal Corporate Seal

Title \_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

Witness:

\_\_\_\_\_

By \_\_\_\_\_ Affix  
Corporate Seal 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 Seal



**DEPARTMENT OF ADMINISTRATION  
BUSINESS OPERATIONS DIVISION  
PROCUREMENT SERVICES SECTION**

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM  
AFFIDAVIT OF COMPLIANCE**

**IMPORTANT: This form must be submitted with your bid to be considered for LBE status.**

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

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

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

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

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

- The business owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
- A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
- Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
- The business has owned or leased real property within the geographical boundaries of the City of Milwaukee *and* the business has been doing business in the City of Milwaukee for at least one (1) year.
- The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
- The business will perform at least 10% of the monetary value of the work required under the contract.

**NOTE:** If you are the primary owner of more than one business location and the other business location(s) is not located within the geographical boundaries of the City of Milwaukee, the business you are seeking to qualify as a Local Business Enterprise must serve as the primary functionally operational entity that is capable of providing the required services, commodities, or supplies for the purposes of this Bid/RFP. If you own more than one business, please list the name of the business(es) and their addresses on the "Business Property Location" form.

**SITE VISITS:** Please note the contractor agrees to allow the City to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City's bidding process.

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

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

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

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

# NOTARIZATION

Subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, at  
\_\_\_\_\_ County, \_\_\_\_\_ State.

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

(SEAL)

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

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

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



**DEPARTMENT OF ADMINISTRATION  
BUSINESS OPERATIONS DIVISION  
PROCUREMENT SERVICES SECTION**

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM  
BUSINESS PROPERTY LOCATION FORM**

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

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

**Property Location 1**

Name:	
Address:	
City, State, Zip	

**Property Location 2**

Name:	
Address:	
City, State, Zip	

**Property Location 3**

Name:	
Address:	
City, State, Zip	

**Property Location 4**

Name:	
Address:	
City, State, Zip	

**PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:**

200 E. WELLS STREET, ROOM 601  
MILWAUKEE, WISCONSIN 53202  
OR FAX TO 414-286-5976