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

INVITATION TO BID

Commissioner of Department of City Development OFFICIAL NOTICE NO. 57640
Phone: 414-286-5800

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of City Development BID DESK, located on the second floor at 809 N. Broadway, Milwaukee, Wisconsin 53202, no later than **Monday, December 14, 2015, at 11:00 A.M.**

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 57640, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

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

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

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

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

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

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

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

DETAILS OF SPECIFICATIONS: dated November 17, 2015

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

The SBE Requirement for this Project is: 25% SBE Participation

Liquidated damages: See Specifications

Time of contract: Contract to be executed and effective January 23, 2016. 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. Plumbing 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 November 17, 2015

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE OFFICES OF THE DEPARTMENT OF CITY DEVELOPMENT ON **Monday, December 14, 2015, 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/DCD/RFPs

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

Please e-mail Scott Stange with any questions regarding this bid: sstang@milwaukee.gov. The deadline for questions will be **Friday, December 4, 2015**. 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 **Monday, December 7, 2015,** and will be posted at the following website:

http://city.milwaukee.gov/DCD/RFPs

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 signing the addendum and submitting the signed addendum with your bid. **BIDS SUBMITTED WITHOUT ALL SIGNED ADDENDUMS WILL BE CONSIDERED NON-RESPONSIVE**

OFFICIAL NOTICE 57640

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

B I D

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

Bids Close: **Monday, December 14, 2015, at 11:00 A.M.·** (Time and Date)

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

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

of _____
Street City Zip Code Telephone Number

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

In case of obtaining the award, the undersigned bidder anticipates using, subject to the approval of the Commissioner, the following subcontractors, with the class of work to be performed by each, which list shall not be added to nor altered without the written consent of the Commissioner:

Name of Proposed Subcontractors	Class of Work	Amount	Check Box If SBE

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

ALL BIDS MUST BE TYPED OR PRINTED

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

BASE BID TOTAL SUM:

Calculated BASE BID TOTAL based on the following formula:

Base Bid= (Unit Price #1 x 700 hours)

(Bid in figures) $_____

(Bid in words) $_____

PER HOUR UNIT PRICE :

UNIT PRICE # 1: hourly rate for furnishing all labor and equipment to perform the necessary and required services for Plumbing Maintenance Services

(Bid in figures) $_____ per hour

(Bid in words) $_____ per hour

*** 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.

Rev. 10/06

ACKNOWLEDGEMENTS PAGE

Official Notice No. _____

SMALL BUSINESS ENTERPRISE PROGRAM

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

The bidder's commitment for SBE participation on this project is 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 ten days after the receipt of the official notice of award.

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

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

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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. 57640

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**)

Official Capacity _____

BID DATED _____ SBE Contractor: Yes: _____
No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

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

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

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

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

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

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

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

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

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

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

_____
Notary Signature

My commission expires _____, 20_____.

Non-Debarment Form

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

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

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

_____ _____

Signature/Authorized Official Date

_____

Title

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

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

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 identificaiton 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 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

Updated: February 25, 2013

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)

City of Milwaukee

CITY OF MILWAUKEE
DEPARTMENT OF ADMINISTRATION
OFFICE OF SMALL BUSINESS DEVELOPMENT

FORM D

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

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 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: _____

Department of Administration - Business Operations Division
Office of Small Business Development
City Hall, Room 606
Milwaukee, WI 53202
Information Line: 414-286-5553 Fax: 414-286-8752
www.milwaukee.gov/osbd

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 in precise and confirmed. Unsigned forms will not be accepted.

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

$10.66 PER HOUR

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

Rate Effective 3/1/15

Per Section 310-13, Milwaukee Code of Ordinances

CITY OF MILWAUKEE - DEPARTMENT OF CITY DEVELOPMENT

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

CONTRACT NUMBER:_____ DATE:_____

AUTHORIZED SIGNATURE:_____

PRINT NAME/PHONE:_____

COMPANY NAME:_____

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

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

In order to audit your compliance with the Living Wage Ordinance (Living Wage hourly rate of $10.66 effective 3/1/15), please complete the following report and submit to the DDC-Procurement Services Division, 809 North Broadway, Milwaukee, Wisconsin 53202. This report is to be submitted within 10 days following the expiration of the contract, or every three (3) months, whichever occurs first.

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

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

(SEAL) _____ My commission expires _____
Signature

_____
Print Name

DEPARTMENT OF ADMINISTRATION-PROCUREMENT SERVICES SECTION

AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION

BID/RFP NUMBER:_____DATE: _____

The undersigned hereby agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than **$10.66** 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 **$10.66** 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 **$10.66/HOUR**. **NOTE: REPORTS AS STATED ABOVE ARE STILL REQUIRED.**

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

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____

Personally came before me on this _____ day of _____ 20_____ ,

(he/she) _____ who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
NOTARY PUBLIC SIGNATURE

(SEAL)

_____
PRINT NAME

My commission expires: _____

INVITATION, INSTRUCTIONS, TERMS AND CONDITIONS

FOR FORMAL BID & CONTRACT

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information, or to request this service, contact Scott Stange, 809 N. Broadway, 3rd floor, Milwaukee, Wisconsin 53202 Phone: (414) 286-5725, 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 ten (10) 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, or Bid Bond. 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 sixty (60) 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. This provision must be included in all subcontracts. 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 an Minority, Women or Small Business Enterprise (M/W/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. Contractor must include a similar policy for all of its subcontractors.
- **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 seven working days of the contractor's receipt of payment from the City of Milwaukee, or seven 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 8th calendar day..

Specifications

Department of Department of City Development
Official Notice #57640

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

I. INSTRUCTIONS TO BIDDERS

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

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

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

The unit price shall include the cost for all labor and equipment necessary to complete the work as indicated and specified herein, including: travel time, overhead; Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); Sales tax, Bonds, Property Insurance, Comprehensive General Liability Insurance, Industry Programs, and profit on "Wage Rate" and/or "cost" and other expenses.

Unit Price No. 1: Submit an hourly rate for furnishing all labor and equipment to perform the necessary and required services for Plumbing Maintenance Services and Emergency After Hours Services at City Of Milwaukee Habitable and Improved Neighborhood properties all in accordance with the bid documents and specifications herein. (Overtime is incurred when a worker exceeds forty (40) hours of work in a calendar week. The City will pay overtime hours at a rate of time-and-one-half only if approved in advance by DCD)

C. BID EVALUATION: Base Bid Total Sum defined by the following formula. Bids will be evaluated by using hourly rate and multiplying it by 700 hours (this number is the average amount of hours in recent years. It is not a guarantee of the amount of hours). **Contract award will be based on calculated Base Bid Total Sum.**

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

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

Formula Example:

Hourly Rate =	$50.00
	X 700 hours
BASE BID TOTAL SUM =	$35,000.00

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
- Signature Page
- Signed Addendum, if any
- Affidavit of Non Collusion
- Bid Security

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

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

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

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

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

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

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

1. Satisfactory completion of work performed and in a timely manner.
2. Satisfactory response time, meeting requirements of contract.
3. Satisfactory SBE participation, per the bid documents

One year extension of this contract may occur annually. Negotiations shall begin 60 days prior to

contract anniversary date. Failure to successfully negotiate a single year extension will void contact and any remaining extension.

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

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

K. WORK HOURS: Work shall be conducted Monday through Friday, 8:00 a.m. to 4:30 p.m. DCD will pay overtime hours at a rate of time-and-one-half only if approved in advance by DCD.

L. START AND COMPLETION: Contractor shall not proceed with work until directed to do so by DCD or its agent. The contractor shall receive authorization to proceed with work via a faxed Work Order or called n with the Work Order umber. 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 to proceed. Picking up keys to a property does not constitute commencement of work. The Contractor shall complete the work within seventy-two hours (72) (excluding Saturdays, Sundays, and holidays) 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 resident(s) of the property, shall complete the work as rapidly as possible and shall conduct its operation in the utmost discretion and cooperation with DCD.

M. EMERGENCY WORK: For Emergency and/or after-hour work (4:30 p.m. – 7:59 a.m.) Contractor shall call within 30 minutes and their response time shall not exceed two hours

N. WORK ORDERS: Work Orders **generally** will not take more the 8 hours to complete. If the estimated work is in excess of eight hours, the Contractor shall not proceed until DCD or its representative has approved the number of hours required to complete the work.

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

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

Q. 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.

R. 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.

S. 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).

If a Local Business Enterprise (LBE) is a responsive and responsible bidder, the LBE shall be awarded the contract provided its bid does not exceed the lowest bid by more than 5% and the difference does not exceed $25,000.

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 ten days after Notice of Award. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding Agents must be licensed in the State of Wisconsin In case the bidder fails to file such contract within the time set forth, the bid security shall be forfeited to the Department of City Development as liquidated damages.

B. INSURANCE

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

Coverage	Amounts
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI (Bodily Injury) $500,000 per occurrence $1,000,000 aggregate PD (Property Damage) $500,000 per occurrence
Automobile Liability	BI $500,000 per person $1,000,000 per occurrence PD $500,000 per occurrence
Umbrella Liability	$1,000,000.00

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

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

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

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

5. The certificate holder shall be noted as:

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

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

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

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

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

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

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

5. Contractor shall have a **Home Improvement Contractor's License** and a **State of Wisconsin Plumber License** to perform this work. Contractors submitting a bid without already having these licenses will be rejected as being non-responsive.

For more information about the Home Improvement Contractor's License please see the following link: http://city.milwaukee.gov/LicensesPermits

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

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

D. INSPECTIONS:

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

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

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

E. WORK BY OTHERS:

1. Project roles are defined as follows:

a. OWNER – The City of Milwaukee.

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

c. CONTRACTOR – The successful bidder of this contract.

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

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. LIVING WAGE APPLIES - In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, the living wage rate is required for this Contract. By executing the work on this Contract, the Contractor certifies that it knows of the provisions of this section, and would comply with them and would pay all workers employed by the Contractor in the performance a contract, whether on a full time or part time basis, a base wage of not less than $10.66 per hour. Contactor would be 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, 2015, 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 would 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.

G. SUPERVISION OF WORK:

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

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

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

H. INVOICING:

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

2. Payments will be held if contract administrative requirements are not met, i.e. wages, SBE, 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.

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

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

K. ELECTRICAL POWER: Contractor shall be responsible for providing their own power source.

L. WATER: Contractor shall be responsible for providing their own water source (e.g generator).

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

N. CONTRACT CANCELLATION:

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

2. Should the contractor fail to comply with the requirements set forth in the project manual, the City may terminate the contract with written notice 60 days prior to each anniversary date. The

City shall be the sole judge of compliance. Additionally, the City reserves the right to cancel the contract at any time for- convenience with or without cause.

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

O. 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.

P. PAYMENT MONITORING REQUIREMENTS: All Contractors awarded a contract valued at $25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small Business Development (OSBD) should you have any questions or concerns regarding the training process at (414) 286.5553.

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

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

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

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

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

U. 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.

V. VEHICLE/EQUIPMENT RESPONSIBILITY: The CONTRACTOR assumes all responsibility

in observing all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of the service described herein.

W. COMPANY PERSONNEL STANDARDS AND RESOURCE COMMITMENT:

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

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

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

CONTRACTOR'S failure to resolve any and all conflicts to the satisfaction of CITY shall be considered a breach of contract, and subject to termination.

X. REFERENCES: The low bidder shall provide a list of three (3) other projects with contacts which indicates their capability and which the low bidder has successfully, with his/her own personnel and not by or through a subcontractor, maintained/installed in the past five years. In order to qualify, the low bidder must list jobs which are similar in terms of size and type to those which the low bidder proposes to service under this contract

III. TECHNICAL SPECIFICATIONS

A. GENERAL

1. Experience - Contractor bidding on this work shall have a thorough knowledge of the tools, equipment, materials, methods and practices used in Plumbing maintenance necessary to perform any and all services for DCD. The Contractor must be qualified in this field and any person or persons assigned to work must be qualified to complete work with competence and reliability.

2. Equipment, Tools, Materials and Labor- Contractor assigned will provide his/her own hand and power tools required to accomplish the routine work assignments. The Contractor shall furnish all materials and equipment. Any deviation from this procedure shall be in writing and signed by appropriate representatives of the Operations Division. Said individual being the person assigned as Supervisor of the project and responsible for its completion.

3. Verbal Work Orders - In no case shall verbal orders be taken from anyone other than DCD. All written orders shall come from DCD. Changes in work assignment shall be authorized only by the DCD or agent.

B. DESCRIPTION OF WORK:

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

   a. Domestic hot water and cold water piping systems
   b. Drain, waste and vent systems
   c. Gas piping system
   d. Storm drainage system
   e. Water services up to the public water and sewer system connections
   f. Plumbing fixtures, trim and plumbing appliances including connections to piping and venting
   g. Excavation, backfilling and masonry work

2. Related Work Not Included:

Existing thermal insulation may contain asbestos fibers. Air borne asbestos fibers and similar dusts have been determined to be a health hazard. Contractor shall notify DCD if disturbance of insulation other than elastomeric form or fiberglass material is required for plumbing work. Asbestos removal is not part of the contract.

Landscaping, patching, drywall, plastering, carpentry, painting and other related work to be performed to complete plumbing related work shall be completed by respective contractors as authorized and contracted by DCD. Plumbing contractor shall coordinate their work with DCD to properly complete the work of other trades.

3. Work Not Included:

The following services shall not be performed by the plumbing contractor. Only DCD shall be responsible to complete:

   a. Landscaping
   b. Drywall, patching, plastering
   c. Carpentry
   d. Painting and other related work
   e. Floor refinishing and replacement
   f. Electrical repair

4. Submittals - Plumbing contractor shall be responsible for submitting the following to DCD for any and all work and materials furnished as part of the contract.

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

5. Job Conditions

a. Plumbing contractor is responsible to contact Diggers Hotline and/or communicate with designated representative of DCD before excavation. Coordinate with proper authority and utility company before installation of services or repairing of existing connections.

b. Obtain written approval from DCD prior to cutting of structural elements or members for installation of plumbing work.

C. PRODUCTS

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

D. EXECUTION

1. General Guidelines

a. Any and all work is to be completed by individual licensed journeyman plumbers.

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

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

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

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

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

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

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

i. The Contractor shall provide and maintain protection in the area of the work required to prevent the intrusion of water into the building during the work and protected from weather at the end of each workday.

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

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

l. The Contractor shall take all appropriate steps necessary to minimize inconveniences to the Owner and tenants.

m. The Contractor shall work with the Owner to cultivate and maintain good tenant relations.

2. Repair and Installation of Piping And Equipment

a. Thoroughly clean items before installation. Cap pipe openings to exclude dirt until fixtures are installed and final connections have been made.

b. Cut pipe accurately, and work into place without springing or forcing, properly cleaning windows, doors, and other openings. Excessive cutting or other weakening of the building will not be permitted.

c. Show no tools marks or treads on exposed plated, polished, or enameled connections from fixtures. Tape all finished surfaces to prevent damage during construction.

d. Run horizontal sanitary and storm drainage piping at a uniform grade of 1/4” per ft. unless otherwise authorized by the DCD. Run horizontal water piping with and adequate pitch upwards in direction of flow to allow complete drainage.

e. Support piping independently at pumps, coils, tanks, and similar locations, so that weight of pipe will not be supported by the equipment.

f. Support each item independently from other pipes. Do not use wire for hanging or scraping pipes. Provide complete dielectric isolation between ferrous and non ferrous metals.

g. Provide union and shut-off valves suitably located to facilitate maintenance and removal of equipment and apparatus.

h. Install piping, equipment, and accessories to permit access for maintenance. Relocate items as necessary to provide such access.

i. Provide access doors where valves, motors, or equipment requiring access for maintenance are located in walls or chases or above ceiling.

j. Repair leaky joints as following:

1) Remake joints with new material.
2) Remove leaking section and/or fitting as directed.
3) Do not use thread cement or sealant to tighten joint.

3. Pipe Supports

a. Support suspended piping with clevis or trapeze hangers and rods.

b. Space hangers and support for horizontal steel pipes according to the following schedule:

Pipe size	Maximum spacing on centers:

1—1/4” and smaller	8’— 0”
1—1/2” to 3	10’—0”
4” and over	14’—0”

c. Space hangers and support for horizontal copper tubing according to the following schedule:

Tub size:	Maximum spacing on centers:
1” and smaller	6’-0”
1—1/2”	7’-0”
2”	8’–0”
2—1/2”	9’-0”
3” and larger	10’-0’

d. Provide sway bracing on hangers longer than 18”.

e. Support vertical piping with riser clamps secured to the piping and resting on the building structure. Provide at each floor and as required by the field conditions.

f. Provide insulation continuous through hangers and rollers. Protect insulation by galvanized steel shields.

4. Sleeves and Openings

a. Caulk the space between sleeve and pipe covering, using a non-combustive, permanently plastic, waterproof, non—staining compound which leaves a smooth finished appearance, or pack with noncombustible grout, rope, or fiberglass to within 1/2” of both wall faces, and provide the waterproof compound.

b. Finish and Escutcheons

1) Provide 1” wide chrome or nickel plated escutcheons on all pipes exposed to view where passing through walls, floors, partitions, ceilings, and similar locations.

a) Size the escutcheons to fit pipe and covering.

b) Hold escutcheons in place with set screw.

5. Valves, Unions, and Other Apparatus

a. Provide valves in water, air and gas systems. Locate and arrange so as to give complete regulation of apparatus, equipment, and fixtures.

b. Locate valves for easy accessibility and maintenance.

c. Provide unions to facilitate future removal of valve, equipment, or apparatus. -

d. Provide dielectric unions for connecting dissimilar pipes.

e. Provide cleanouts where required. Cleanout shall not be any smaller than the pipe it is connected to except for pipes over 4” in diameter.

f. Install water hammer arrestors at water lines where quick closing valves or solenoids are located. Install water hammer arrestor upstream of such valves or solenoids.

g. Install back flow precentors where required by codes and regulation and where possibility exists for back flow into water supply. Arrange for testing and inspection of back flow precentors by proper authorities.

6. Plumbing Fixture Installation

a. Installation

1) Set fixtures level and in proper alignment with respect to walls and floors and with fixtures equally spaced.

2) Provide supplies in proper alignment with the fixtures and with each other.

3) Provide flush valves in alignment with the fixture, without vertical or horizontal offsets.

b. Grout wall and floor mounted fixtures watertight where the fixtures are in contact with walls and floors.

c. Caulk deck-mounted trim at the time of assembly, including fixture and casework mounted. Caulk self-rimming sinks installed in casework.

7. Testing and Cleaning

a. All new potable water service and distribution piping shall be tested and disinfected per local codes after installation. Submit disinfection certificate as required by these specifications.

b. All sewer piping shall be tested to ensure that there is no leak. Sewer piping shall be tested per State of Wisconsin code requirements.

c. Contractor shall remove equipment, debris and other material promptly after the completion of the work and inform DCD for inspection of the work site.

E. PREPARATION

Coordination: Coordinate plumbing work with the Owner, tenants, and any other work that may be in progress in the assigned area. Coordinate schedules to avoid delays in work.

The Contractor shall begin work upon written service request faxed to Contractor

F. PROPERTY PROTECTION

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

b. When applicable, use polyethylene or cloth dust covers to protect tenant furniture and valuables. Construct dust walls or barriers to protect adjacent areas from dust or dirt migration.

c. 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.

d. Provide necessary weather protection for buildings when such work assignments require exposure of the building to weather conditions.

G. INSPECTION

1. Testing: Upon completion of assigned work, test all parts in the presence of the Owner. Demonstrate that all equipment furnished, installed and/or connected functions in the required manner.

2. When assigned work is completed, promptly notify the Owner and arrange for inspection of completed work for acceptance.

3. DCD will inspect and determine acceptability of all finished work and/or services. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas within 3 business days without any additional cost to the DCD

4. Examine areas and conditions under which the work will be installed. Correct conditions detrimental to the proper and timely completion of the work. Advise Owner of unsatisfactory conditions and correct those conditions before proceeding with the work unless advised differently by the Owner.

H. CLEAN UP - Clean up area removing all work debris, equipment and unused materials to the satisfaction of the Owner. The Contractor shall be responsible for removing all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work

Revised December 17, 2009

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

Revised: December 17, 2009

DEPARTMENT OF ADMISTRATION
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

BID BOND FORM

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

_____ as PRINCIPAL,
(name of Principal)

and

_____ ,as SURETY
(name of Surety)

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

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

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

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

_____
(Principal)

_____
(Business Address)

_____

Witness:

_____ By _____ Affix Corporate Seal

Title _____

_____
(Corporate Surety)

_____
(Address)

_____

Witness:

_____ By _____ Affix Corporate Seal

Title _____

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____ Affix Corporate Seal