

Official Notice #57350

**Service Contract:
Temporary Staffing Agency Services**

The Department of City Development (DCD) is seeking the services of a Temporary Staffing Agency to recruit, provide temporary placement of, and payroll services for one position and provide temporary placement of, and payroll services for a second position, both in support of the City's Neighborhood Stabilization Program in the City of Milwaukee.

The Invitation for Bid can be found on DCD's web site at the following link:

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

Questions regarding this Invitation for Bid should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. **Deadline for questions regarding the Invitation for Bid are due by May 23, 2012.** Any additional information and/or clarification(s) regarding this Invitation for Bid will be posted in the form of an **addendum by May 24, 2012.** It is the responsibility of the Bidder, prior to submitting a bid, to determine whether all addendums have been received and are included in the Bid response.

Bids are due May 29, 2012, by 11:00 a.m.

DEPARTMENT OF CITY DEVELOPMENT

809 N. Broadway
Milwaukee, Wisconsin 53202

INVITATION FOR BID

Date Issued: May 16, 2012

Bid No. 57350

Sealed bids, SUBJECT TO THE TERMS AND CONDITIONS OF THIS INVITATION, ITS SCOPE, AND THE ATTACHED GENERAL PROVISIONS, will be received and MUST be time stamped in at the above office, 2nd Floor, Bid Desk, until **11:00 A.M., May 29, 2012**, and at that time publicly opened, for furnishing the following supplies or services, at the time specified, or proposed, for delivery.

General information and instructions to bidders are contained and attached hereto.

	SUPPLIES OR SERVICES	TOTAL PRICE
Base Bid Sum	Calculated BASE BID TOTAL based on the following formula: Base Bid= (Hourly Bill Rate for the Management Services Specialist x 1960 hours) + (Hourly Bill Rate for the Community Outreach Liaison x 1960 hours) + (Recruitment fee x 1) + (Placement fee x2)	\$ _____
Unit Price No 1	Hourly <u>Bill rate</u> for placement and payroll services of a Management Services Specialist	\$ _____ per hour
Unit Price No 2	Hourly <u>Bill rate</u> for placement and payroll services of a Community Outreach Liaison	\$ _____ per hour
Unit Price No 3	Recruitment Fee	\$ _____ lump sum
Unit Price No 4	Placement Fee	\$ _____ lump sum

The undersigned hereby proposes to furnish these services for the Department of City Development (DCD) as set forth in the Specifications/Scope and other documents attached, at the unit rates herein, and if successful, hereby agrees to enter into a contract with DCD in accordance with the terms and conditions referenced.

NOTE: (PLEASE Type or Print)	MANUAL SIGNATURE REQUIRED BELOW
VENDOR NAME:	SIGNATURE:
ADDRESS:	TITLE:
CITY/STATE/ZIP:	TYPE NAME:
PHONE:	TYPE TITLE:
FAX:	DATE:

**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) 286-5727, 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. BID BOND, IF REQUIRED, MUST BE SUBMITTED WITH YOUR BID.

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

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

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

- **SPECIFICATION APPEALS:** Specifications that contain a term, condition, or provision that prevents one from bidding or are restrictive relative to the market and/or the service requirements of the City, can be appealed by filing a written appeal with the City of Milwaukee Purchasing Director at least five (5) business days prior to bid closing. **EFFECTIVE AUGUST 8, 2001 THE FEE REQUIRED FOR A VENDOR TO APPEAL THE BID SPECIFICATIONS (PURSUANT TO s. 16-05 OF THE CHARTER AND s. 310-19 OF THE CODE), SHALL BE 1% OF THE ESTIMATED DOLLAR AMOUNT OF THE CONTRACT. IF YOUR APPEAL IS UPHELD, THE APPEAL FEE SHALL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL. PLEASE CONTACT THE APPROPRIATE PURCHASING AGENT FOR INSTRUCTIONS.**
- **BID FINDING APPEALS:** All bidders will be notified, in writing, of the City's findings with regard to determining the low bidder or bidders in response to this invitation. **EFFECTIVE AUGUST 8, 2001, THE FEE REQUIRED TO APPEAL RECOMMENDATIONS OF AWARDS (PURSUANT TO s 16-05 OF THE CHARTER AND s 310-19 OF THE CODE), SHALL BE 1% OF THE DOLLAR VALUE OF THE RECOMMENDED AWARD. IF YOUR APPEAL IS UPHELD, YOUR APPEAL FEE WILL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL. IF YOU WISH TO APPEAL THE CITY'S FINDINGS, FOLLOW THE INSTRUCTIONS PROVIDED WITH THE NOTICE OF FINDINGS LETTER.**
- **BID BONDS, PERFORMANCE BONDS, INSURANCE:**
 - **BID BONDS-NOT REQUIRED FOR THIS BID:** If required, a bid bond in the amount specified (see Section F of Bid) 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 - NOT REQUIRED FOR THIS BID** If required, your deposit in the amount specified in Section F of the Bid must be submitted in your bid envelope with your bid. Your deposit must be in the form of a cashier's or teller's check, certified check, or money order only. All bid deposits will be held by the City Treasurer until the time that the successful bidder is awarded a contract with the City. At that time, all bid deposits will be returned to all bidders
- **SAFETY REQUIREMENTS:** All material, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Administration Code and all applicable OSHA Standards.
- **DELIVERY F.O.B. DESTINATION:** All bid prices must include delivery F.O.B. Destination to the address as indicated at time of order placement
- **TAXES TO BE EXCLUDED FROM PRICE:** All bids must be submitted without the inclusion of Federal excise and Wisconsin sales taxes as the City is exempt therefrom. Bidders, therefore, shall not add sales tax to their proposals when bidding to the City but shall include in their lump sum 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 thirty (30) 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 109-9 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 Emerging Business Enterprise 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.
- **TAXPAYER IDENTIFICATION NUMBER:** 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.
- **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 on the last page of 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.

**Department of Department
of City Development**

Request for Service Pricing #57350

**Temporary Staffing Agency
Services**

I. INSTRUCTIONS TO BIDDERS

A. **BID FORM:** Submit unit prices as indicated and specified herein, as listed in Section III. **JOB DESCRIPTIONS**, complete in every respect. The Contract will be awarded on the Base Bid Sum based of the bid formula included under ‘Bid Evaluation’ in this section.

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

B. **UNIT PRICES:** Each bidder shall provide on the bid proposal the following unit prices. Unit prices are to be used in arriving at the Base Bid Sum.

Unit prices shall include all cost including: overhead; Labor Insurance (which shall include Federal and State Unemployment Workers Compensation, and FICA Social Security Insurance and contributions paid by Employer Contractor for each employee); Sales tax, Bid Bonds, Comprehensive General Liability Insurance, Industry Programs, and profit on “Wage Rate” and/or “cost” and other expenses including health insurance benefits for the temporary placements.

Unit prices for hourly bill rates submitted shall be firm for the duration of the contract with the exception of changes to FICA and/or FUTA taxes directed by federal law. Any changes in the hourly bill rate due to FICA and/or FUTA taxes must be made in writing to DCD procurement services section at least 30 days in advance of the federal law effective date of the tax rate change. It is the responsibility of the Contractor to pay all salaries due and assume all responsibility for FICA/Medicare, federal and state unemployment, and all federal, state and local taxes. Contractor must comply with national and federal labor laws.

Unit Price No. 1:

State the Hourly Bill rate for placement and payroll services of a Management Services Specialist, to be paid that shall include a \$30.00 an hour wage rate, benefits, insurance, overhead, profit, etc.

Unit Price No. 2:

State the Hourly Bill rate for placement and payroll services of a Community Outreach Liaison to be paid that shall include a \$25.00 an hour wage rate, benefits, insurance, overhead, profit, etc.

Unit Price No. 3:

State the lump sum recruitment fee for finding a suitable candidate for the Community Outreach Liaison, to be further interviewed by DCD representatives. The Community Outreach Liaison will be chosen by the same DCD representatives.

Unit Price No. 4:

State the lump sum placement fee, if any, to be applied in the event the candidate is hired by DCD.

C. BID EVALUATION: Bids will be evaluated by adding the sum of the bid amounts for each of the unit prices and multiplying them by related contract breakdown figures listed in paragraph below. Contract award will be based on calculated BASE BID SUM TOTAL. Base Bid sum defined by following formula:

Base Bid= (Hourly Bill Rate for the Management Services Specialist x 1960 hours) + (Hourly Bill Rate for the Community Outreach Liaison x 1960 hours) + (Recruitment fee x 1) + (Placement fee x2)

(The following are figures for bid evaluation example purposes only)

Formula Example:

Hourly Bill rate for Management Services Specialist	\$35.00 x 1960 =	\$68,600.00
Hourly Bill rate for Community Outreach Liaison	\$30.00 x 1960 =	\$58,800.00
Recruitment Fee	\$500.00 x 1 =	\$500.00
Placement Fee	\$500.00 x 2 =	\$1,000.00
BASE SUM BID TOTAL	=	\$128,900.00

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

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

Contractor will only be compensated for the hourly bill rates for the positions that are filled.

In the event that the City is unable to choose a suitable candidate from the Contractor's recruitment efforts for the Community Outreach Liaison, the City reserves the right to cancel the City's obligation to pay the hourly bill rate for the Community Outreach Liaison position that was not ultimately filled.

F. EXCLUSIVITY OF WORK: The approximate number of hours for the placement of the each position is 1960 hours. That said, there is no guarantee of work or amount of work and no exclusivity for work. Actual hours worked under this contract would include, but not be limited to, bidder's hourly rate, amount budgeted by DCD for this purpose, and the City's Neighborhood Stabilization Program's needs. The intent of this contract is to provide recruitment, placement, and payroll services of the two positions referenced herein on an as-needed basis. Work will be on an as required basis and scheduling and volume of work may vary. The contractor will be responsible for and ensure compliance of work rules of DCD.

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 EXTENSION:** Notwithstanding the City's right to cancel the contract under Section I (E), this Contract will be for one (1) year with the option to extend for an additional one (1) year term, upon mutual consent of the parties subject to the following conditions: satisfactory completion of work performed; needs of the City's Neighborhood Stabilization Program; and available funding.

H. **WORK SCHEDULE:** The workweek shall be comprised of no more than 40 hours per week, not to exceed eight hours per day. The work days will be agreed upon in advance and the work schedule will conform to the Housing Development Section schedule, beginning at 8:00 a.m. and end a 4:45 p.m. DCD may at its option adjust this time to accommodate the individual demands of the Housing Development Section.

I. **EXAMINE DOCUMENTS:** Before submitting a bid, 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.

II. GENERAL REQUIREMENTS

A. 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

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 City of Milwaukee shall be named as an additional insured with respect to liability coverage, except for the Professional Liability (if required). The Department of City Development shall be given thirty (30) days notice in advance of cancellation, non renewal, or material change in any insurance coverage. Failure to provide the insurance required shall permit the DCD terminate a Contract.

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

B. INVOICING:

1. Payments will be made upon submission of an itemized statement

2. All statements and invoices shall be submitted to: Department of City Development, Attn: Maria Prioletta; 809 N. Broadway, 2nd floor; Milwaukee, WI 53202

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

C. LIVING WAGE APPLIES: In recognition of 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, intends to comply with them and agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than \$9.18 per hour. Contactor is required to sign and have notarized the attached Affidavit of Compliance - Living Wage Provision and submit the Living Wage Compliance Report within 10 days following completion of the work or every 3 months, whichever comes first.

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

The city shall make the information contained in the affidavit available to the public. Any contract between the city and a contractor which fails to provide the requisite affidavit or which includes material false information on such affidavit shall be rendered null and void in accordance with Milwaukee Code of Ordinances 310-14.

Note: only those bidders who have not submitted this affidavit with a previous bid should submit a signed and notarized copy of the slavery disclosure affidavit with their bid.

E. DCD will require an Affidavit of No Interest, which provides that no official or employee of DCD, the Contract Management Team, and/or the City of Milwaukee has or will receive anything of value in connection with the issuance of this contract.

F. SECTION 3 BUSINESS PARTICIPATION- Section 3 Business Participation is also encouraged for this bid. Bidders must complete the attached Section 3 Business Certification Form.

G. NON-DEBARMENT FORM - DCD will not consider bids from organizations and/or individuals that 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). Bidders must complete the attached Non-debarment Form.

H. 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.

III. JOB DESCRIPTIONS

A. MANAGEMENT SERVICES SPECIALIST - an individual with the experience and desired qualifications to assist City of Milwaukee staff and other partners in City Housing Development efforts and initiatives to address the issue of foreclosures in Milwaukee neighborhoods as well as administer functions under the City's Federal Neighborhood Stabilization Program. Duties and responsibilities are as follows:

1. Assist in managing the operations of the City's foreclosure land bank, including assessing properties for acquisition, submitting offers to purchase, reviewing closing documentation and closing transactions (for both purchase and sale) and monitoring post closing property management activities.
2. Work with Neighborhood Stabilization development partners and assist in managing NSP development projects, including assessing development proposals for NSP acquisition and rehabilitation activities, including reviewing proformas, preparing development agreements and managing development process.
3. Manage relationships with NSP partners, including developers, real estate professionals, community groups and policy makers.
4. Prepare reports and maintain records for the City's foreclosure land bank and foreclosure development activities.
5. Other duties as assigned.

B. COMMUNITY OUTREACH LIAISON - provides community outreach efforts for the City's Neighborhood Stabilization Program (NSP) and works with a number of partners (including residents, neighborhood organizations, real estate professionals, lenders and other community stakeholders) to actively promote NSP homeownership opportunities. The Neighborhood Stabilization Program provides resources to assist in the acquisition and rehabilitation of foreclosed properties in City neighborhoods. Duties and responsibilities are as follows:

1. Promote and provide information on NSP, including representing the City and the Department of City Development (DCD) at meetings and events.
2. Work with a variety of partners including DCD, other City Departments, political representatives, schools, community-based organizations, businesses, lenders and real estate professionals to identify potential homebuyers and promote NSP homeownership opportunities in the community.
3. Work with potential homebuyers to assist them in the NSP homeownership process including staffing NSP homebuyer workshops, and assisting potential homebuyers in the NSP application process.
4. Prepare and present reports to policy makers, funders, and other stakeholders.
5. Perform other duties as assigned.

NOTICE

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

\$9.18 PER HOUR

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

Rate Effective 3/1/2012

Per Section 310-13, Milwaukee Code of Ordinances

CITY OF MILWAUKEE - DEPARTMENT OF CITY DEVELOPMENT

DEPARTMENT OF ADMINISTRATION-PROCUREMENT SERVICES SECTION

AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION

BID/RFP NUMBER: _____ DATE: _____

The undersigned hereby agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than **\$9.18** 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 **\$9.18** per hour, and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.

ALL OF OUR EMPLOYEES RECEIVE AN HOURLY WAGE THAT IS GREATER THAN \$9.18/HOUR. NOTE: REPORTS AS STATED ABOVE ARE STILL REQUIRED.

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

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____

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

(SEAL)

NOTARY PUBLIC SIGNATURE

PRINT NAME

My commission expires: _____

DEPARTMENT OF CITY DEVELOPMENT OF THE CITY OF MILWAUKEE

Section 3 Business Certification

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

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
2. Thirty percent or more of your permanent, full-time employees are Section 3 qualified persons.
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of (1) and (2) above.

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

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

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	\$39,850	\$45,550	\$51,250	\$56,900	\$61,500	\$65,050	\$70,600	\$75,150

Section 3 Statement: Please check the appropriate box below.

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

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

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

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.

Signature/Authorized Official

Date

Title



City
of

Milwaukee

CITY OF MILWAUKEE - DEPARTMENT OF ADMINISTRATION
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.

Please check one:

_____ This business **was not** in existence prior to the slavery era (1865).

_____ This business **was** in existence 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 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 following findings (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: _____
(SEAL)

PRINT NAME: _____

My commission expires: _____

PLEASE RETURN THIS FORM TO:
200 E. WELLS STREET, ROOM 601, MILWAUKEE, WI 53202
OR FAX TO 414-286-5976