

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

INVITATION TO BID

Commissioner of Department of City Development
Phone: 414-286-5800

OFFICIAL NOTICE NO. 57332

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, January 30, 2012, 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.57332, Specifications, and Addenda's, if any, of this particular project.

Your bid must meet the Detailed Specifications 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 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 **Carpentry Maintenance Services
City Of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI**

DETAILS OF SPECIFICATIONS: dated January 12, 2012

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

The SWMBE Requirement for this Project is: 25%

Liquidated damages per diem: \$20.00

Time of contract: February 15, 2012 thru February 15, 2013, with the option to extend for two additional one-year periods, upon mutual consent of both parties. Carpentry 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: January 12, 2012

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE OFFICES OF THE DEPARTMENT OF CITY DEVELOPMENT ON Monday, January 30, 2012, at 11:00 A.M.

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

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

THE CONTRACTOR SHALL SPECIFICALLY NOTE THE SWMBE FORMS FOR THIS PROJECT. IF THE FORMS ARE NOT FILLED OUT PROPERLY, IT MAY BE CAUSE FOR REJECTION OF THE BID.

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

Questions regarding this Bid should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the Formal Bid are due by **noon on January 24, 2012**. Any additional information and/or clarification(s) regarding this Bid will be posted in the form of an addendum to this BID **by January 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.

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

ALL BIDS MUST BE TYPED OR PRINTED

For furnishing all labor, equipment and materials to perform the necessary and required services for Carpentry 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/HOURLY RATE:

(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.

ACKNOWLEDGEMENTS PAGE

SMALL/WOMEN/MINORITY BUSINESS ENTERPRISES (SWMBE) REQUIREMENTS

In submitting this bid, the bidder acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the City's requirements as outlined in the Small/Women/Minority Business Enterprises Program. The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for SWMBE 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 sixty (60) 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 furnish meet such insurance requirements as may be required, within seven 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 and the required security within seven (7) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

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

We acknowledge the receipt of Addenda _____ to _____ inclusive.

Bidder assures the City and acknowledges that the Official Notice, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Addenda, if any, of this particular project have been read and has a full understanding of the provisions therein.

SIGNATURE PAGE

Rev. 7/2010

Official Notice No.

57332

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Special Provisions, schedule of fixed prices, Addenda, if any, of this particular project have been read and understood and that the furnishing of the subject work, material, labor and equipment 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 _____



MUST BE SIGNED

BID DATED _____ SWMBE Contractor Yes _____ No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

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

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

I, being first duly sworn at _____
(City, State)

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



MUST BE SIGNED

Signature _____

(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20__

Notary Public, _____ County

State of _____

(Notary Signature)

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

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

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

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

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

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

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with such Contract, 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_____.

NOTICE TO CONTRACTORS

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

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

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

CITY OF MILWAUKEE - DEPARTMENT OF DEPARTMENT OF CITY
DEVELOPMENT

AFFIDAVIT OF COMPLIANCE

DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED
FROM SLAVERY BY CONTRACTORS

COMPANY NAME: _____

ADDRESS:

CITY/STATE/ZIP:

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

Please check one:

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

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

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

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

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

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

NOTARY PUBLIC _____ County, _____ State _____

SIGNATURE: _____

PRINT NAME: _____

(Seal)

My commission expires: _____

NOTICE

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

\$8.91 PER HOUR

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

Rate Effective 3/1/2011

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 **\$8.91** 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 **\$8.91** 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 \$8.91/HOUR. NOTE: REPORTS AS STATED ABOVE ARE STILL REQUIRED.

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

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____

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

(SEAL)

NOTARY PUBLIC SIGNATURE

PRINT NAME

My commission expires: _____

**INVITATION, INSTRUCTIONS, TERMS AND CONDITIONS
FOR FORMAL BID & CONTRACT**

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information, or to request this service, contact Scott Stange, 809 N. Broadway, 3rd floor, Milwaukee, Wisconsin 53202 Phone: (414) 286-5727, 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. THE CONTRACTOR'S SECTION OF THE BID SIGNATURE PAGE (LAST PAGE OF BID) MUST BE FULLY COMPLETED AND WITNESSED IN ORDER FOR YOUR BID TO BE CONSIDERED. BID BOND, IF REQUIRED, MUST BE SUBMITTED WITH YOUR BID.

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

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

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

- **SPECIFICATION APPEALS: Specifications that contain a term, condition, or provision that prevents one from bidding or are restrictive relative to the market and/or the service requirements of the City, can be appealed by filing a written appeal with the City of Milwaukee Purchasing Director at least five (5) business days prior to bid closing. EFFECTIVE AUGUST 8, 2001 THE FEE REQUIRED FOR A VENDOR TO APPEAL THE BID SPECIFICATIONS (PURSUANT TO s. 16-05 OF THE CHARTER AND s. 310-19 OF THE CODE), SHALL BE 1% OF THE ESTIMATED DOLLAR AMOUNT OF THE CONTRACT. IF YOUR APPEAL IS UPHeld, THE APPEAL FEE SHALL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL. PLEASE CONTACT THE APPROPRIATE PURCHASING AGENT FOR INSTRUCTIONS.**
- **BID FINDING APPEALS: All bidders will be notified, in writing, of the City's findings with regard to determining the low bidder or bidders in response to this invitation. EFFECTIVE AUGUST 8, 2001, THE FEE REQUIRED TO APPEAL RECOMMENDATIONS OF AWARDS (PURSUANT TO s 16-05 OF THE CHARTER AND s 310-19 OF THE CODE), SHALL BE 1% OF THE DOLLAR VALUE OF THE RECOMMENDED AWARD. IF YOUR APPEAL IS UPHeld, YOUR APPEAL FEE WILL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL. IF YOU WISH TO APPEAL THE CITY'S FINDINGS, FOLLOW THE INSTRUCTIONS PROVIDED WITH THE NOTICE OF FINDINGS LETTER.**

- **BID BONDS, PERFORMANCE BONDS, INSURANCE:**
 - BID BONDS: a certified check or bank draft payable to the Department of City Development, or a satisfactory bid bond in an amount of Five Hundred Dollars (\$500.00) is required. 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.
 - certified check or bank draft payable to the Department of City Development, or a satisfactory bid bond an amount
- **BID DEPOSITS**, your deposit in the amount of Five Hundred Dollars (\$500.00) must be submitted in your bid envelope with your bid. Your deposit must be in the form of a cashier's or teller's check, certified check, or money order only. All bid deposits will be held by the City Treasurer until the time that the successful bidder is awarded a contract with the City. At that time, all bid deposits will be returned to all bidders.
- **SAFETY REQUIREMENTS:** All material, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Administration Code and all applicable OSHA Standards.
- **DELIVERY F.O.B. DESTINATION:** All bid prices must include delivery F.O.B. Destination to the address as indicated at time of order placement
- **TAXES TO BE EXCLUDED FROM PRICE:** All bids must be submitted without the inclusion of Federal excise and Wisconsin sales taxes as the City is exempt therefrom. Bidders, therefore, shall not add sales tax to their proposals when bidding to the City but shall include in their 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 AND FACSIMILE BIDS:**
 - 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 109-9 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.
- **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.

Specifications

**Department of Department of City
Development
Official Notice #57332**

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

Technical Specifications

I. INSTRUCTIONS TO BIDDERS

A. **BID FORM:** Submit hourly rate for the work as indicated and specified herein, complete in every respect. Bid will be awarded to the lowest responsible and responsive bidder, per the specifications herein.

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. **HOURLY RATE:** Each bidder shall provide on the bid proposal a per hour/per worker rate that shall include all wages, benefits, insurance, overhead, profit, etc. 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. **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.

D. **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 carpentry 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.

Following is a Total Estimated/Anticipated/Not to Exceed Amounts of Work: \$30,000.00

E. **CONTRACT AWARD:** The Commissioner of DCD will award the contract on the basis of the base bid/hourly rate only.

F. **CONTRACT BREAKDOWN:** The hourly wage rate 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.

Adjustment to the unit prices will be considered at the contracts anniversary date as defined under the 'Request for Escalator' paragraph

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

1. Satisfactory completion of work performed.
2. Satisfactory response time, meeting requirements of contract
3. Satisfactory participation by SWMBE sub-consultants.

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 contract and any remaining extension.

H. 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.

I. 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.

J. 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 in with the Work Order number. The Contractor shall have in its employ a sufficient force of qualified and competent personnel to commence work on each property within **twenty-four hours** of contractor receiving Work Order from DCD 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.

K. 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

M. WORK ORDERS: Work Orders **generally** will not take more than 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.

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

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

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

Q. EXAMINE DOCUMENTS:

1. Before submitting a bid proposal, bidders should carefully examine the contract manual; fully inform themselves as to all existing conditions and limitations, including those of labor; and shall

include in the bid proposal a sum sufficient to cover the cost of all items contemplated by the contract documents.

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

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

R. Section 3 Business Participation- Section 3 Business Participation is also encouraged for this bid. Responding Vendors must complete the attached Section 3 Business Certification Form.

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, the attached form and affidavit shall be used. Also, 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 City shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. The City 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

C. SBE/MBE/WBE PARTICIPATION

The City ordinance relating to Small/Women/Minority business enterprises (SWMBE) program is attached hereto and incorporated herein by reference as Appendix A. Complete Form A, attached and included within Appendix A, and submit with your bid. The requirement for this contract is a total combined Small/Women/Minority Business Enterprises (SWMBE) participation of 25% of the total contract dollars (as certified by the City of Milwaukee). Should you have any questions or concerns or for a listing of SWMBE firms certified by the City of Milwaukee, please contact Ossie Kendrix, the Manager office of the small business development in the Department of Administration at 414.296.5553.

D. LIVING WAGE APPLIES

In recognition of Chapter 310-13 of the Milwaukee Code of Ordinances, the living wage rate is required for this Purchase Order. By executing the work on this Purchase Order, the Contractor certifies that it knows of the provisions of this section, intends to comply with them and agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than \$8.80 per hour. Contractor is required to sign and have notarized the attached Affidavit of Compliance - Living Wage Provision and submit the Living Wage Compliance Report within 10 days following completion of the work or every 3 months, whichever comes first.

E. 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
NFPA
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** to perform this work. Contractors submitting a bid without already having this license will be rejected as being non-responsive.

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.

F. 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 (SWMBE, residency, wage requirements), 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

G. 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.

H. 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.

I. REFERENCES: Contractor shall provide a list of three (3) other projects with contacts which indicates contractor’s 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

Contractor shall provide same information for SWMBE subcontractor or other subcontractors as required to meet needs of this contract.

J. 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, SWMBE, 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.

K. IDENTIFICATION: Contractor shall require its employees or agents, performing services to said properties, to wear an identification card affixed to the individual's outer clothing in a conspicuous place, clearly visible to residents, containing a recent photograph of the individual and the individual's name or possess 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.

L. 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.

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

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

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

O. CONTRACT CANCELLATION:

1. This contract shall be subject to an annual review and evaluation.
2. Should the contractor fail to comply with the requirements set forth in the project manual, the City may terminate the contract with written notice 60 days prior to each anniversary date. The City shall be the sole judge of compliance. Additionally, the City reserves the right to cancel the contract at any time for- convenience with or without cause.
3. Should the contractor fail, or be unable for any reason to make any needed adjustment or repairs required by the specifications, the City reserves the right to have such adjustments or

repairs performed by an outside firm. This contract in no way obligates the City to compensate this contractor for the cost of such adjustments or repairs, and the contractor shall not be entitled damages for such services rendered by others

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

Q. QUALIFICATIONS - DCD will not consider proposals from organizations and/or individuals who:

1. Are debarred by the US Department of Housing and Urban Development (fill out and return with the bid the Non Debarment form
2. Have a history of housing code violations or delinquent property taxes
3. Have had a property acquired by the City through tax foreclosure within the past 5 years
4. Have an outstanding judgment from the City
5. Have been convicted of a crime that causes concern with respect to neighborhood stability, health, safety, or welfare.

III. TECHNICAL SPECIFICATIONS

A. General

1. Contractor bidding on this work shall have a thorough knowledge of the tools, equipment, materials, methods and practices used in carpentry and maintenance carpentry perform any and all necessary services for the Department of City Development (DCD).
2. 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.

B. Equipment, Tools, Materials and Labor

1. This trade's person assigned will provide his/her own hand and power tools required to accomplish the routine work assignments.
2. 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. Contractor is responsible for obtaining all permits and licenses.
4. Contractor must be able to provide his/her own on-site power generator.

C. Assigned Place of Employment - The normal assigned place to pick up work assignments shall be DCD. Assignments may be anywhere within the City of Milwaukee limits. The successful bidder is required to be licensed to work in the City of Milwaukee.

D. 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.

E. Safety

1. Contractor must take precaution in the storage and use of any hazardous materials including, but not limit to oily rags, gasoline, oil and paint. Storage of these materials shall be in conformance with OSHA standards.

2. Contractor must comply with posted safety rules including, but not limited to OSHA, fire safety regulations, local and state codes, and any other prevailing regulations.

3. The Contractor shall provide all personal safety equipment necessary including, but not limited to hard hat, safety glasses, harnesses, goggles, gloves, etc. Contractor shall wear proper eye protection when and where required.

F. Demolition And Debris Removal - 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.

G. Inspection

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

2. 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.

BID BOND FORM

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

_____ as PRINCIPAL,
(name of Principal)

and

_____ ,as SURETY
(name of Surety)

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

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

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

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

(Principal)

(Business Address)

Witness:

_____ By _____ Affix
Corporate Seal

Title _____

(Corporate Surety)

(Address)

Witness:

_____ By _____ Affix
Corporate Seal

Title _____

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Affix
Corporate Seal

BOND AFFIDAVIT

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

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

(Attorney-in-Fact Agent)

of _____

surety on the within bond executed by _____

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

Subscribed and sworn to before me this

_____ day of _____, 20 ____.

Notary Public, _____ County, _____

My commission expires _____

City of Milwaukee

Section 3 Business Certification

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

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
2. Thirty percent or more of your permanent, full-time employees are Section 3 qualified persons.
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 City of Milwaukee may request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business. If you are found to have intentionally falsified any information on this report, you may be prohibited from bidding on future City of Milwaukee projects. If you have any questions about this form, please call your agency contact representative.

Non-Debarment Certification

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

APENDIX A

CHAPTER 370

MINORITY, WOMAN AND SMALL BUSINESS ENTERPRISE PROGRAMS

TABLE

SUBCHAPTER 1

GENERAL PROVISIONS

370-1. Definitions.

370-3. Administration.

370-5. Requirements of Contracting Departments.

370-7. Sanctions.

370-9. Penalties.

SUBCHAPTER 2

MINORITY BUSINESS ENTERPRISE PROGRAM

370-11. Creation.

370-13. Certification Requirements for a Minority Business Enterprise.

370-15. Requirements for the Participation of Minority Business Enterprises.

SUBCHAPTER 3

WOMAN BUSINESS ENTERPRISE PROGRAM

370-17. Creation.

370-19. Certification Requirements for a Woman Business Enterprise.

370-21. Requirements for the Participation of Woman Business Enterprises.

SUBCHAPTER 4

SMALL BUSINESS ENTERPRISE PROGRAM

370-23. Creation.

370-25. Certification Requirements for a Small Business Enterprise.

370-27. Requirements for the Participation of Small Business Enterprises.

SUBCHAPTER 1

General Provisions

370-1. Definitions. In this chapter:

1. African-American means a person having origins in any black racial group of Africa.
2. ASIAN-AMERICAN means a person having origins in any of the original people of the Far East, Southeast Asia or the Indian subcontinent.
3. CONSTRUCTION means the erection, rehabilitation, alteration, conversion, extension, demolition or repair of improvements to real property, including facilities providing utility service and includes the supervision, inspection and other on-site functions incidental to construction.
4. CONTRACT means a binding agreement by which the city is committed to expend or does expend its funds or other resources for in connection with any of the following purposes:
 - a. Construction of any public improvements.
 - b. Purchase of any personal property.
 - c. Purchase of any services, goods or supplies.
 - d. Lease of any personal or real property.
 - e. Concession agreements whereby the city grants a specific permission, privilege or license.
5. CONTRACTING DEPARTMENT means any city department, agency, board or commission that has contracting responsibilities.
6. CONTRACTOR means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
7. HISPANIC-AMERICAN means a person of Spanish or Portuguese culture with origins in Cuba, Puerto Rico, Mexico, South or Central America, regardless of race.
8. JOINT VENTURE means an association of 2 or more persons or businesses carrying out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.

9. MANAGER means the manager of the office of small business development.
10. MILWAUKEE METROPOLITAN AREA means the counties of Milwaukee, Ozaukee, Washington and Waukesha.
11. MINORITY means an individual who is African-American, Asian-American, Hispanic-American or Native American.
12. MINORITY BUSINESS ENTERPRISE means a business that has been certified by the office of small business development based on the requirements specified in s. 370-13.
13. NATIVE AMERICAN means a person having no less than 1/16th percentage origin in any of the Native-American tribes as recognized by the U.S. department of the interior, bureau of Indian affairs.
14. OWNED, OPERATED AND CONTROLLED means a business which is one of the following:
- a. A sole proprietorship legitimately owned, operated and controlled by a minority or woman.
 - b. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities or women 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.
 - c. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority or woman and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation.
15. PHYSICAL BUSINESS ADDRESS means owned or leased real property within the geographical boundary of the Milwaukee metropolitan area. Post office box numbers shall not suffice to establish compliance. A residential address may suffice to establish compliance, but only if the business does not own or lease other real property.
16. SMALL BUSINESS ENTERPRISE means a business that has been certified by the office of small business development based on the requirements specified in s. 370-25.
17. WOMAN BUSINESS ENTERPRISE means a business that has been certified by the office of small business development based on the requirements specified in s. 370-19.
- 370-3. Administration. There is created an office of small business development in the department of administration which shall be responsible for the administration, coordination and implementation of the city's minority, woman and small business enterprise programs. Under the direction of the department of administration, the office of small business development shall be administered by a small business development manager. The manager shall be appointed by the mayor and confirmed by the common council and shall serve concurrently with the term of the mayor. The manager shall:
1. Establish criteria and procedures for reviewing contract performance and compliance with the requirements of the programs, subject to approval by the common council.
 2. Develop appropriate rules, procedures and regulations for assuring participation of minority, woman and small business enterprises in city contracts, subject to approval by the common council, and supervise, coordinate, monitor and enforce the implementation of minority, woman and small business enterprise participation goals for all city procurements in accordance with those rules, procedures and regulations.
 3. Develop procedures for certification of minority, woman and small business enterprises.
 4. Provide appropriate management assistance and direction to minority, woman and small business enterprises so as to maximize their participation in contracts let by the city, with such assistance to include:
 - a. Providing assistance and information in connection with the establishment, expansion and overall development of minority, woman and small business enterprises.
 - b. Assisting in the introduction of business associations between individuals of minority, woman and small business enterprises and others or between 2 or more minority, woman or small business enterprises.
 - c. Planning and participating in training seminars for informing potential bidders of the minority, woman and small business enterprise programs and of business opportunities available.

- d. Serving as a clearinghouse for information about training and educational programs.
 - e. Developing various types of financial assistance for consideration by the common council to assist minority, woman and small business enterprises to obtain working capital to begin, continue and maintain a satisfactory level of business. These include a revolving loan program, guaranteed loan program, gap lending program and bond reduction and waivers when feasible.
 5. Develop a reporting and evaluation system to reflect the city's minority, woman and small business enterprise programs.
 6. Review and monitor all city contracts with minority, woman and small business enterprises for compliance and notify in written form the contractor on the findings of the review and decisions concerning satisfaction of contractual deficiencies.
 7. Serve as liaison with economic development organizations and agencies working in support of economic development in the community.
 8. Coordinate any city-sponsored economic development programs for minority, woman or small business enterprises.
 9. Review minority, woman and small business enterprise participation progress in the city's contract and procurement activities and submit a written report to the mayor and common council.
 10. Establish reporting requirements for all city departments to document the percentage of contracts which have been awarded to minority, woman and small business enterprises.
 11. Devise rules, regulations and procedures governing requests for waivers from the requirements of the minority, woman and small business enterprise programs, subject to approval by the common council.
 12. Conduct hearings on requests by contracting departments for waivers from the requirements of the programs. Upon a denial of a request for a waiver, the affected department may apply for a waiver to the appropriate standing committee of the common council. The committee shall have the authority to waive any requirements of this chapter upon showing of good cause.
 13. Develop and monitor affirmative action criteria for employment of minorities and women by contractors, subcontractors and suppliers consistent with law.
- 370-5. Goals of Contracting Departments. 1. GOALS. The following requirements are adopted by the city for increasing the level of minority, woman and small business enterprise participation in city contracts. It shall be the responsibility of each contracting department to attain such goals in accordance with the criteria specified in this section. Each contracting department, and all other operating departments when contracting based upon authority therefrom, shall, unless contrary to federal, state or local law, utilize minority, woman and small business enterprises for the following percentage of the total dollars, through prime contracts or subcontracts, annually expended on:
- a. Construction: 25%.
 - b. The purchase of goods and services: 25%.
 - c. The purchase of professional services: 18%.
2. REVIEW OF GOALS. To assure the appropriate percentage goals for minority, woman and small business enterprise participation, the manager shall annually review and adjust the percentage goal, with the approval of the common council.
3. JOINT VENTURES. Participation of minority, woman and small business enterprises in joint ventures with other such businesses and mainstream business entities is encouraged. In the case of a certified joint venture, only that portion of the total dollar value of the contract equal to the percentage of participation of the minority, woman or small business enterprise partner venturer in the joint venture shall be counted toward the applicable requirement.
4. DUTIES OF DEPARTMENTS. Each contracting department is directed to:
- a. Cooperate with the office of small business development in the implementation of the minority, woman and small business enterprise programs.
 - b. Develop lists of minority, woman and small business enterprises experienced in the various types of services, products or property typically contracted for.
 - c. Provide quarterly reports to the manager not later than 30 calendar days after the end of the

previous quarterly period specifying with respect to contracts and subcontracts for the following:

- c-1. For the forthcoming quarterly period, the means by which it intends to meet the requirements established by this section and the projected opportunities for minority, woman and small business enterprises.
- c-2. The total dollar percentage and dollar amount expended on all city contracts including with and without minority, woman and small business enterprises.
- c-3. The degree to which the goals set forth in this section have been met, any past and current activities undertaken and being undertaken in trying to meet the goals and, if necessary, a detailed explanation of why the goals have not been met.
- c-4. Any other information requested by the manager.
- d. Appoint a member of the contracting department or division to serve as a liaison between the contracting department and the office of small business development.
- e. Identify appropriate categories of contracts, on an annual basis, for the inclusion of requirements specifying designated levels of participation of minority, woman and small business enterprises, and, where appropriate, include in each contract a requirement that the contractor achieve the stated percentages.
- f. Comply with the monitoring requirement that all prime contractors pay subcontractors within 7 business days of receipt of payment from the city.

5. PERFORMANCE ASSURANCE PROCEDURE. Each contracting department shall develop and implement procedures, unless inappropriate, to assure that suppliers, employees, agents or other persons providing goods or services to minority, woman and small business enterprises participating in city contracts shall be paid in full in a timely manner. The procedures shall include joint check payments, bonding requirements and other financial safeguards. Nothing contained in this subsection shall require the city to make payments in excess of the contract price.

370-7. Duration. This chapter shall be in effect for a period of 3 years after the effective date of this chapter [city clerk to insert date], when the common council shall determine the necessity for the continuation of the programs as well as the applicable department goal percentages and minimum program requirement percentages.

370-9. Sanctions. Every city contract awarded under this chapter shall contain language indicating that if any document submitted to the office of small business development by a contractor, subcontractor, bidder or individual to be certified as a minority, woman or small business enterprise for participating in any city contract contains false, misleading or fraudulent information, the office of small business development may direct the imposition of any of the following sanctions on the offending contractor, subcontractor, bidder or individual:

- 1. Withholding of payment.
- 2. Termination, suspension or cancellation of the contract in whole or in part.
- 3. 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 3 years after any subsequent violations are found.

370-11. Penalties. Any person, firm or corporation knowingly engaging in fraud, misrepresentation or in any attempt, direct or indirect, to evade the provisions of this chapter by providing false, misleading or fraudulent information shall, upon conviction, forfeit not less than \$2,000 nor more than \$5,000 together with the costs of prosecution, or upon default of payment, shall be imprisoned in the house of correction or county jail not to exceed 90 days.

SUBCHAPTER 2

Minority Business Enterprise Program

370-11. Creation. There is created a minority business enterprise program to assist and protect the interests of minorities owning, operating and controlling small businesses to promote and encourage full and open competition in the city, and to enhance opportunities for individuals who are at an economic disadvantage to successfully compete in a free market as independent business owners. The program shall apply to all contracts and shall include the taking of steps

to increase the participation of minority business enterprises, assisting in minority business enterprise development programs and the identification and elimination of barriers that deny minority business enterprises equal opportunity.

370-13. Certification Requirements for a Minority Business Enterprise. A business shall be certified by the office of small business development as a minority business enterprise for participation in the program, and shall meet the following requirements:

1. The business shall be a U.S.-based business which is independently owned, operated and controlled and is not dominant in its field of operation, or an affiliate or subsidiary of a business dominant in its field of operation.
2. The business shall meet the size standards of the United States small business administration.
3. The business shall have demonstrated capacity to perform independently or as a subcontractor relative to its field of operation.
4. The business shall not be owned, operated and controlled by individuals or groups of individuals who own, operate and control a large business involved in the same category of work as the business for which minority business enterprise status is sought.
5. The business shall be at least 51% owned, operated and controlled by one or more African-American, Asian-American, Hispanic or Native American individuals.
6. The business shall be operational for at least one year prior to certification.
7. The business shall have a physical business address located within the limits of the Milwaukee metropolitan area for at least one year prior to certification.
8. The owner shall control the day-to-day critical operations of the firm.
9. The owner or owners shall be citizens or permanent, legal residents of the United States.

370-15. Minimum Requirements for the Participation of Minority Business Enterprises.

Annually, there shall be required levels of participation of minority business enterprises for the following types of contracts and minority groups:

1. Construction Contracts.
 - a. African-American: 5.57%.
 - b. Asian-American: 0.07%.
2. Goods and Services Contracts.
 - a. Hispanic: 3.23%.
 - b. Native American: 0.17%.

SUBCHAPTER 3

WOMAN Business Enterprise Program

370-17. Creation. There is created a woman business enterprise program to assist and protect the interests of women owned, operated and controlled small businesses to promote and encourage full and open competition in the city, and to enhance opportunities for women who are at an economic disadvantage to successfully compete in a free market as independent business owners. The program shall apply to all contracts and shall include the taking of steps to increase the participation of woman business enterprises, assisting in woman business enterprise development programs and the identification and elimination of barriers that deny woman business enterprises equal opportunity.

370-19. Certification Requirements for a Woman Business Enterprise. A business shall be certified by the office of small business development as a woman business enterprise for participation in the program, and shall meet the following requirements:

1. The business shall be a U.S.-based business which is independently owned, operated and controlled and is not dominant in its field of operation, or an affiliate or subsidiary of a business dominant in its field of operation.
2. The business shall meet the size standards of the United States small business administration.
3. The business shall have demonstrated capacity to perform independently or as a subcontractor relative to its field of operation.
4. The business shall not be owned, operated and controlled by individuals or groups of individuals who own, manage and control a large business involved in the same category of work as the business for which a woman business enterprise status is sought.

5. The business shall be at least 51% owned, operated and controlled by one or more non-minority women.
 6. The business shall be operational for at least one year prior to certification.
 7. The business shall have a physical business address located within the limits of the Milwaukee metropolitan area for at least one year prior to certification.
 8. The owner shall control the day-to-day critical operations of the firm.
 9. The owner or owners shall be citizens or permanent, legal residents of the United States.
- 370-21. Requirements for the Participation of Woman Business Enterprises. Annually, there shall be required levels of participation of woman business enterprises for the following types of contracts:
1. Construction contracts: 7.31%.
 2. Goods and services contracts: 17.09%.

SUBCHAPTER 4

SMALL Business Enterprise Program

370-23. Creation. There is created a small business enterprise program to assist and protect the interests of individuals owning, operating and controlling small businesses to promote and encourage full and open competition in the city, and to enhance opportunities for individuals who are at an economic disadvantage to successfully compete in a free market as independent business owners. The program shall apply to all contracts and shall include the taking of steps to increase the participation of small business enterprises, assisting in small business enterprise development programs and the identification and elimination of barriers that deny small business enterprises equal opportunity.

370-25. Certification Requirements for a Small Business Enterprise. A business shall be certified by the office of small business development as a small business enterprise for participation in the program, and shall meet the following requirements:

1. The business shall be a U.S.-based business which is independently owned, operated and controlled and is not dominant in its field of operation, or an affiliate or subsidiary of a business dominant in its field of operation.
2. The business shall meet the size standards of the United States small business administration.
3. The business shall have demonstrated capacity to perform independently or as a subcontractor relative to its field of operation.
4. The business shall not be owned, operated and controlled by individuals or groups of individuals who own, operate and control a large business involved in the same category of work as the business for which small business enterprise status is sought.
5. The business shall be operational for at least one year prior to certification.
6. The business shall have a physical business address located within the limits of the Milwaukee metropolitan area for at least one year prior to certification.
7. The owner shall control the day-to-day critical operations of the firm.
8. The owner or owners shall be citizens or permanent, legal residents of the United States.

370-27. Requirements for the Participation of Small Business Enterprises. Annually, there shall be required levels of participation of small business enterprises for the following types of contracts:

1. Construction contracts: 12.05%.
2. Goods and services contracts: 4.59%.
3. Professional services contracts: 18%.

Part 5. This ordinance takes effect January 1, 2012.

**FORM A - CITY OF MILWAUKEE – DEPARTMENT OF DEPARTMENT OF CITY DEVELOPMENT
SWMBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS**

PRIME CONTRACTORS NAME: _____

OFFICIAL NOTICE NUMBER: _____

DATE: _____

TOTAL BID AMOUNT: _____

TOTAL SWMBE AMOUNT: _____

Please list all proposed SWMBE subcontractor(s) and/or material supplier(s) for this project. I/We propose to utilize the following subcontractor(s) and/or material supplier(s). **NOTE:** To receive full credit SWMBE's must perform commercially useful work at the job site. Up to twenty percent (20%) credit may be given under certain circumstances to SWMBE suppliers or other SWMBE contractors who assist in management of the project.

SWMBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	% OF BID	SUB-CONTRACTOR/OR SUPPLIER	WORK PERFORMED/ MATERIAL SUPPLIED	AMOUNT	AUTHORIZED SWMBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGMENT
1. 					
2. 					
3. 					
4. 					

CONTRACTOR: _____ DATE: ____/____/____
(SIGNATURE & TITLE REQUIRED)

REVIEWED BY –
SWMBEP ANALYST: _____ DATE: ____/____/____

DEPARTMENT OF DEPARTMENT OF CITY DEVELOPMENT: _____ DATE: ____/____/____

OFFICE USE ONLY –
PROJECT SUMMARY: _____

