



**CITY OF MILWAUKEE  
TERMS AND CONDITIONS  
FOR UNSEALED INFORMAL BIDS AND CONTRACTS**

All bids must be signed to be considered. Pages containing "standard conditions for bidding" and the applicable specifications need not be returned with your bid, but the pricing and the signature pages must be returned.

It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven 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 fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

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

SCOPE - These Standard Conditions apply to any and all subsequent award(s) except where special requirements are stated elsewhere in the Invitation for Bids. In such cases, the special requirements apply.

PRICES - Bid prices should be stated in units requested. Do not show list prices and trade discounts unless they are requested. Prices shall be firm. Any deviation from these requirements may result in bid rejection.

DELIVERY TERMS - All bid prices must include delivery F.O.B. Destination to the address as indicated at time of order placement.

TAXES - Bids should not include Federal Excise and Wisconsin Sales Taxes, as the City is exempt from payment of such taxes. The City's Wisconsin Sales and Use tax exemption number is ES 44381 State Statute No. 77.54(1) and (9a). Federal Excise Tax Certificate of Registry No. A-245518.

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 Bid Invitation.

**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.

**EXTENSIONS -** Agreements shall run for the period indicated. Any Option of Extension, if agreed to by both the City and the contractor, shall be 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.

**SUBSTITUTIONS AND EQUIVALENTS -** Substitutions or equivalents of specified items may be permitted at the sole discretion of the Commissioner of the Department of City Development (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 bid 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.

**COUNTER OFFERS -** Bids submitted with changes to any terms, conditions, specifications, or plans stated herein and made without approval from the Business Operations Division, Procurement Services Section prior to bid opening will be viewed as a counteroffer and may result in bid rejection.

**SAFETY REQUIREMENTS -** All material, equipment, and supplies provided to the City must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

**MATERIAL SAFETY DATA SHEETS -** Bidders should supply the City, when applicable, with a MATERIAL SAFETY DATA SHEET for the material bid. In addition, the vendor should supply any material related to the safe use of this material and hazards associated with its use, including but not limited to installation procedures and personnel protective equipment requirements. All hazardous components shall be identified.

All data sheets should accompany the bid and have the bid number clearly printed on the first page. Failure to provide the appropriate material safety data sheets and related material, when applicable, may result in bid rejection.

**RESERVATIONS -** The right is reserved to (1) reject any or all bids; (2) award items separately or in the aggregate, whichever is the best interest of the City; (3) order within 10%, more or less, of the quantity specified.

**NON-DISCRIMINATION -** In performing in accordance with the terms of the Invitation to Bid Request, the vendor agrees not to 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 protected categories as defined in Section 109-45 of the Milwaukee Code of Ordinances. Vendor is

required to include a similar provision in all subcontracts. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. Wisconsin Statute 16.765(1) and (2), and provisions of section 109-45 of the Milwaukee Code of Ordinances.

Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. seq.

**SPECIFICATION APPEALS** - Specifications, if applicable, can be appealed by filing a written appeal with the Commissioner of DCD at least five (5) working days prior to bid opening. EFFECTIVE AUGUST 8, 2001, THE FEE REQUIRED FOR A VENDOR TO APPEAL 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 WILL BE REFUNDED. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY YOUR APPEAL.

Contact the appropriate purchasing agent for filing instructions.

**WITHDRAWAL OF BIDS** - Bids may be withdrawn, only in total, prior to award, and only by written request to the appropriate Purchasing Agent. Bid withdrawal will only be granted in the case of an error that will result in a significant financial hardship to the bidder.

**CONTRACTOR 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.

**INTEREST IN CONTRACT** - No officer, employe, 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.

**BID SUBMITTAL** - Bids MUST be submitted on the forms provided by the City of Milwaukee. The use of other forms or attachments of conditions for bidding contrary to City of Milwaukee conditions may invalidate your bid.

**BIDS RECEIVED AFTER THE SPECIFIED DATE AND TIME INDICATED ON THE BID WILL BE REJECTED.**

**FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION:** The City of Milwaukee reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

OTHER PROVISIONS - Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

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

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*Specifications*

**Department of Department  
of City Development**

**Request for Service Pricing #57500**

**Photographic and  
Videographic Services**

## **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 herein. 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.

C. **TRAVEL TIME:** The contractor will be compensated, at the hourly rate, for travel time from the City Hall complex to the worksite or from the contractor's office directly to a worksite. The contractor will not be compensated for travel time between the City Hall complex and contractor's office.

D. **EXCLUSIVITY OF WORK:** There is no guarantee of work or amount of work and no exclusivity for work. The number of hours worked under this Purchase Order is based on your hourly rate and the amount budgeted by DCD for this purpose. The intent of this Purchase Order is for Photographic and Videographic services on an as needed basis. 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 Purchase Order to best meet the need of the City.

E. **PURCHASE ORDER BREAKDOWN:** The hourly 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.

The successful contractor will be expected to honor the hourly rate with this bid for the duration of the Purchase Order, unless modified by mutual agreement in writing

F. **PURCHASE ORDER EXTENSION:** The Purchase Order will be for one year and may be extended for two (2) additional one (1) year periods. Extension of the Purchase Order 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. Available funding.

One year extension of this Purchase Order 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.

G. **START AND COMPLETION:** Contractor shall not proceed with work until directed to do so by DCD or its agent. The contractor shall receive authorization to proceed with work via a faxed Work Order or called n with the Work Order umber.

H. WORK ORDERS: Any requests for photo services must be approved by DCD Events & Outreach Coordinator or in her absence DCD, Deputy Commissioner. Any privately arranged work for non-DCD clients should be scheduled to avoid conflict with previously arranged DCD assignments.

Requests from other City departments or agencies will be forwarded to contractor, who can then make arrangements with them as a private contractor. Exceptions to non-DCD assignments may include requests from the Mayor's Office, location scouting for commercial films and major events or holidays in the City. DCD Events & Outreach Coordinator has authority to approve such assignments. Requests from other outside entities (VISIT Milwaukee, Spirit of Milwaukee, etc.) will be handled on an individual basis. Should the request fill a gap in DCD's image data base, the request may be handled as if requested by DCD.

**Contractor must be available to take on assignments with 24 hour notice (and occasionally, less).**

I. EXAMINE DOCUMENTS: 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.

## 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 DCD shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. 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. The contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the DCD.

4. The certificate holder shall be noted as:

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

B. LIVING WAGE APPLIES - In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, the living wage rate is required for this Purchase Order. By executing the work on this Purchase Order, the Contractor certifies that it knows of the provisions of this section, intends to comply with them and agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than \$9.51 per hour (as of 3/1/14). 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. **On March 1<sup>st</sup> of each calendar year, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the U.S. Department of Health and Human Services most recent poverty guideline for a family of three. No contractor may use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor.

C. REFERENCES: Each bidder shall provide a list of three (3) other projects with contacts which indicates contractor's capability and which the low bidder has successfully completed in the past three years.

D. SUBMITTALS: Each bidder shall provide samples of still photos (not more than 12) that were taken while in the employ of the three projects referred to in II (C) above.

#### E. EXPERIENCE AND QUALIFICATIONS

Each bidder shall provide shall have a minimum five (5) years experience in performing work in similar projects. Contractor must be familiar with the City, including major landmarks, districts, streets and neighborhoods and be able to work professionally with City officials and dignitaries.

#### F. EQUIPMENT AND TRANSPORTATION

Each bidder must own their photography equipment and transportation (primarily within City of Milwaukee limits)

# NOTICE

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

**\$9.51 PER HOUR**

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

**Rate Effective 3/1/2014**

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

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



**DEPARTMENT OF ADMINISTRATION-PROCUREMENT SERVICES SECTION**

**AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION**

BID/RFP NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned hereby agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than **\$9.51** 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 **\$9.51** 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 \$9.51/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: \_\_\_\_\_

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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: \_\_\_\_\_