

DEPARTMENT OF CITY DEVELOPMENT OF THE OF THE CITY OF MILWAUKEE

809 North Broadway

Milwaukee, Wisconsin 53202

REQUEST FOR SERVICE PRICING #57438

Today's Date: 4/16/13

This DOES NOT represent a commitment to buy. Any ACTUAL order resulting from this solicitation will be confirmed by a Department Of City Development Contract.

ALL SERVICES REQUIRE INSURANCE, AS NOTED IN THE SPECIFICATIONS, TO BE ON FILE IN THE DEPARTMENT OF CITY DEVELOPMENT'S PURCHASING SECTION BEFORE COMMENCING WITH ANY WORK.

Description (of Service or Commodity)	Total Cost
The Department of City Development (DCD) is requesting quotes from qualified firms to provide Locksmith Services for City of Milwaukee Habitable and Improved Neighborhood properties.	BASE BID SUM TOTAL:
The undersigned hereby proposes to furnish these services for the Department of City Development (DCD) as set forth in the Detail Specifications/Scope attached at the Base Bid Sum herein, and if successful, hereby agrees to enter into a contract with DCD in accordance with the terms and conditions referenced herein.	\$ _____
Calculated BASE BID SUM TOTAL shall be based on the following formula:	Unit Cost No. 1
Base Bid Total Sum= (unit price 1) + (unit price 2) + (unit price 3 x 2) + (unit price 4) + (unit price 5 x 2) + (unit price 6 x 2)	\$ _____, per hour
Terms and Conditions incorporated herein for this Purchase Order can be located at the following website: http://city.milwaukee.gov/InformalBidsTermsand1079.htm	Unit Cost No. 2
All questions regarding the Request for Service Pricing (RFSP) should be addressed to Jayne Garcia-Lara, DCD Sr. Purchasing Agent, at Jayne.Garcia-Lara@milwaukee.gov . The deadline for questions will be 12:00 PM (CDT) on April 22, 2013 . Any additional information and/or clarification(s) regarding this RFSP will be issued in the form of an addendum by the end of the day on April 22, 2013 , and will be posted at the following website:	\$ _____, per hour
http://city.milwaukee.gov/Projects/RequestsforProposals.htm	Unit Cost No. 3
Bidders will be solely responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the Invitation for Bid and all Bidders shall be bound by such.	\$ _____, per cylinder
All Bidders shall acknowledge receipt and acceptance of all addendums, if any, for this RFSP by signing the addendum and submitting the signed addendum with your bid. BIDS SUBMITTED WITHOUT ALL SIGNED ADDENDUMS WILL BE CONSIDERED NON-RESPONSIVE.	Unit Cost No. 4
Request for Service Pricing for services hereinafter described will be received at the Department of City Development BID DESK, located on the second floor at 809 N. Broadway, Milwaukee, Wisconsin 53202, no later than Thursday, April 25, 2012, at 11:00 A.M.	\$ _____, per key
DCD reserves the right to reject any and all bids and all or part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to DCD.	Unit Cost No. 5
IMPORTANT NOTE: If this contract 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.	\$ _____, per lock
	Unit Cost No. 6
	\$ _____, per lock

Contact Person: Jayne Garcia-Lara: Jayne.Garcia-Lara@milwaukee.gov

Name, Signature

Date

Name, Printed

Company Name & Address

Phone Number

Fax Number

Specifications

**Department of Department of City
Development**

**Locksmith Services
City of Milwaukee
Habitable and Improved
Neighborhood properties
Milwaukee, WI**

I. INSTRUCTIONS TO BIDDERS

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

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

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

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

Unit Price No. 1: Submit the hourly rate cost for labor, materials and equipment necessary and required for a standard service call.

Unit Price No. 2: Submit the hourly rate cost for labor, materials and equipment necessary and required for an emergency service call.

Unit Price No. 3: Submit a per cylinder cost for labor, materials and equipment necessary and required to re-key an existing lock.

Unit Price No. 4: Submit a per key cost for labor, materials and equipment necessary and required for a basic key.

Unit Price No. 5: Submit a per lock cost for labor, materials and equipment necessary and required to change the cylinder of an existing lock.

Unit Price No. 6: Submit a per lock cost for labor, materials and equipment necessary and required to install a basic lock.

C. **BID EVALUATION:** Bids will be evaluated by using the unit prices to calculate the total base bid total sum. Base Bid Total Sum defined by the following formula:

Base Bid Total Sum= (unit price 1) + (unit price 2) + (unit price 3 x 2) + (unit price 4) + (unit price 5 x 2) + (unit price 6 x 2)

Contract award will be based on calculated Base Bid Total Sum.

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

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

This column represents the amounts you would enter into your bid documents



Formula Example:

Unit Price No. 1	\$60.00 (example)			\$60.00
Unit Price No. 2	\$50.00 (example)			\$50.00
Unit Price No. 3	\$7.00 (example)	times	2 =	\$14.00
Unit Price No. 4	\$5.00 (example)			\$5.00
Unit Price No. 5	\$15.00 (example)	times	2 =	\$30.00
Unit Price No. 6	\$15.00 (example)	times	2 =	\$30.00

This calculated amount would be your **BASE BID TOTAL SUM** → \$189.00

D. BID SUBMITTAL CHECKLIST (**Important**): CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid to be considered for award.

- Signed Request for Service Form with Bidder's unit prices and Base Bid Total Sum
- Signed Addendum, if any
- Affidavit of Non Collusion
- Attachment A – inventory of vehicles
- Contractor Qualification Statement

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

E. EXCLUSIVITY OF WORK: There is no guarantee of work or amount of work and no exclusivity for work. The intent of this contract is for Locksmith service 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: \$10,000.00 each year

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

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

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

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

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

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

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

One year extension of this contract may occur annually. Negotiations shall begin 60 days prior to contract anniversary date. Failure to successfully negotiate a single year extension will void contact and any remaining extension.

J. **WORK HOURS:** Work shall be conducted Monday through Friday, 8:00 a.m. to 5:00 p.m.

K. **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 forty-eight hours (48) (excluding Saturdays, Sundays, and holidays) DCD may grant an additional eight hours (8) 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.

The City currently has in its inventory approximately 1100 improved properties. The number of properties will increase and decrease throughout the term of the contract, as the City periodically sells properties and acquires new properties. Bidders MUST have the capacity and in its employ a sufficient force of qualified and competent personnel to complete the work in timely at multiple properties (approximately 10) within a single day.

L. EMERGENCY WORK: Emergency service requests consist of work order not within the 8:00-5:00 time frame. Emergency service requests require the Contractor to make contact with the requesting City department within 15 minutes of the original call and respond to the property within 30 minutes of the original call.

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

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

O. 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.

P. 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.

Q. 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. The completed Section 3 Business Certification Form must be submitted by the apparent low bid contractor within three (3) working days after the identification of the “low bidder.”

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
Umbrella Liability	\$1,000,000.00

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

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

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

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

5. The certificate holder shall be noted as:

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

B. 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.

C. SUPERVISION OF WORK:

1. Contractors shall furnish the services of an experienced foreman or superintendent. Only qualified personnel shall supervise and perform services in this Contract. If in DCD'S sole discretion any of the Contractor's personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the Contractor shall, upon notice from DCD, remove any such personnel and replace them with satisfactory personnel.

Furthermore, DCD may require replacement of Contractor's supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. There shall be at least one employee on each crew that speaks fluent English.

2. The Contractor shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. DCD retains the right to require the Contractor to halt all work activities until such conditions are resolved. Contractor's failure to resolve any and all conflicts to the satisfaction of DCD shall be considered a breach of contract, and subject to termination.

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

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

D. 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 \$9.39 per hour. Contactor is required to sign and have notarized the attached Affidavit of Compliance - Living Wage Provision and submit the Living Wage Compliance Report within 10 days following completion of the work or every 3 months, whichever comes first. **On March 1, 2014, and each March 1**

thereafter, the minimum hourly wage shall be adjusted to the amount required to produce, for 2080 hours worked, an annual income equal to the 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.

E. REIMBURSEMENT FOR MATERIALS: The unexpected purchase of materials outside the cost listed in the unit prices, may, with the pre-approval of the DCD representative, **be reimbursed at cost (i.e. without any markup). Receipts shall be attached to invoices. Please note, that the City of Milwaukee is exempt from** Federal excise and Wisconsin sales taxes and therefore will not reimburse contractor for sales tax on any materials purchased to perform the services of the contract.

F. INSPECTIONS: 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 (wage requirements, etc) and record job progress and conditions.

G. INVOICING:

1. The successful contractors shall only submit invoices twice a month per the unit prices in accordance with their bid. Invoices must include the following information: address of property where work was completed; date of work; description/itemization of work completed; total cost; and invoice number.
2. Invoices must include completed Work Detail Excel Spreadsheet (sample attached) in order to be processed for payment. This is to be e-mailed prior to mailing the paper invoices as per (1) above.
3. 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. Contract Number.
 - c. A summary of work
 - d. All statements and invoices shall be submitted to: Land Management; Attn: Deborah McCollum-Gathing; 809 N. Broadway, 2nd floor; Milwaukee, WI 53202
4. Payments will be held if contract administrative requirements are not met, i.e. wages, or paper work for requirements are not up to date, or other disputes about the information provided on the invoice.

H. 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.

I. 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.

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

K. 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

L. 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.

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

All labor shall be performed by persons qualified with **at least 5 years of experience** in the Locksmith trade. Bidders must fill out and submit with their bid the enclosed Contractor's Qualification Statement.

A minimum of two (2) continuously operable and available fully stocked service vehicles are required for this contract. Each vehicle must have their own set of tools (e.g. generator, drills, etc), and must be on hand or purchased/leased upon award of contract with the primary use of which would be to provide the services under this contract, as the contractor may likely be required to respond to two simultaneous and separate calls (any combination of regular work order or emergency work order) from DCD and/or another authorized City department. Information regarding these types of vehicles must be declared by the Contractor on "Inventory of Vehicles – Attachment A." False or misleading information regarding equipment availability or intent shall result in bid withdrawal and permanent disqualification from future bid solicitations. Proof of declared equipment committed for each bid area must be provided to DCD before contract is executed. All declared equipment is subject to verification at any time during the contract period.

N. EXPERIENCE AND REFERENCES: Bidders shall complete the enclosed CONTRACTOR QUALIFICATIONS SHEET and submit it with their bid. The City reserves the right to verify the information on this form prior to awarding a contract.

III. SCOPE OF WORK

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

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

1. LOCKSMITH

a. Contractor shall be required to respond to both regular and emergency service calls according to the information contained in the specifications herein. Contractor shall perform the services necessary to:

- Re-key an existing lock.
- Provide a basic key.
- Change the cylinder of an existing lock.
- Install a basic lock.

b. On occasion, in order to obtain access to the door that requires the locksmith services, the Contractor may need to remove the board covering the door. Upon completion of the locksmith services, contract would be required to screw the board back over the entry door. Further, DCD may request the contractor install a DCD provided hasp lock on the board covering the entry door

B. EXECUTION

1. General

- a. The Contractor shall take all appropriate steps necessary to minimize inconveniences to the neighbors of the property.
- b. The Contractor shall work with DCD to cultivate and maintain good neighbor relations.
- c. Contractor must be able to provide his/her own on-site power generator (including the gas) and/or trailer.

2. Property Protection

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

C. CLEAN UP – Upon completion of the locksmith services at a property, contractor shall clean up area removing all work debris, equipment and unused materials to the satisfaction of DCD.

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 the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Commissioner of Department of City Development or any person interested in the proposed Contract; and

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

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this
_____ day of _____, 20_____.

Notary Signature

My commission expires _____, 20_____.

Non-Debarment Form

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

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

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

Signature/Authorized Official

Date

Title

**CITY OF MILWAUKEE - DEPARTMENT OF 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**

\$9.39 PER HOUR

REFERENCE MILWAUKEE CODE OF ORDINANCES 310-13

Rate Effective 3/1/2013

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 **\$9.39** 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 **\$9.39** 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 \$9.39/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:

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:

Number of persons in household	1	2	3	4	5	6	7	8
Family income limit to qualify as "very low-income" (i.e., 50% of median)	\$24,400	\$27,850	\$31,350	\$34,800	\$37,600	\$40,400	\$43,200	\$45,950
Family income limit to qualify as "low-income" (i.e., 80% of median)	\$39,000	\$44,600	\$50,150	\$55,700	\$60,200	\$64,650	\$69,100	\$73,550

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.

CONTRACTOR QUALIFICATIONS SHEET

This document shall be completed in its entirety and submitted with the bid.

The undersigned certifies under oath the truth and correctness of all statements and answer to questions made herein.

SUBMITTED BY (company name): _____

INDIVIDUAL'S NAME: _____

PRINCIPAL OFFICE ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS _____

Signature

TYPE OF WORK:

1. How many years has your organization been in business as a Contractor for locksmith services?

2. How many years has your organization been in business under its present business name?

3. List the name of a project your organization currently has in place, including the following information:

Project name: _____

Owner: _____

Contract Amount: _____

Percent Complete: _____

Date of Completion: _____

4. List the names of three projects your organization has completed in the past two years, including the following information:

Project name: _____

Owner: _____

Contract Amount: _____

Date of Completion: _____

Project name: _____

Owner: _____

Contract Amount: _____

Date of Completion: _____

Project name: _____

Owner: _____

Contract Amount: _____

Date of Completion: _____

5. List the maintenance personnel directly employed by your organization, indicating the name, length of time employed by your organization, and the years of experience each has had in providing locksmith services:

Name	Years Employed	Years of Locksmith Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Has your organization ever failed to complete work awarded to your organization? _____
If so, note when, where and why:

7. Has an officer or partner of your organization ever been an officer or partner of another organization that failed to complete work under a locksmith services contract? _____
If so, note when, where and why:

ATTACHMENT A

INVENTORY OF VEHICLES

QUANTITY	MAKE	MODEL YEAR	TYPE OF VEHICLE	COMMENTS

Company Name _____

Signature _____

Title _____