

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. 57950

Sealed bids for the work, material, labor, and services hereinafter described will be **RECEIVED VIA E-MAIL** at the following e-mail address: DCDPurchasing@milwaukee.gov, no later than January 12, 2022, 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. 57950, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

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

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

The bid must be signed as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered.

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 December 9, 2021

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

*****All Bids MUST BE SUBMITTED BY E-MAIL to DCDPurchasing@milwaukee.gov**

Hard copies of bids or proposals should not be submitted in person

DCD cannot and does not guarantee that emailed proposals are received. Emailed proposals must be received in their entirety before the bid closing time.

**Please note, the size of one email cannot exceed 50MB

The SBE Requirement for this Project is: 25%

Liquidated damages: See Specifications.

Time of contract: Contract to be executed as soon as possible after the award of contract, but no later than February 19, 2022. Term of the contract will expire 3 years after the effective date of the contract. Carpentry Services will be on an as needed, as requested, project by project basis.

DETAILED SPECIFICATIONS: December 9, 2021

NOTE: BIDS ARE BEING OPENED REMOTELY AT THIS TIME. PLEASE E-MAIL SCOTT STANGE AT sstang@milwaukee.gov IF YOU WOULD LIKE TO ATTEND A BID OPENING VIA CONFERENCE CALL OR VIDEO CONFERENCE.

Copies of the Bid Package may be obtained via the Internet at:

<https://city.milwaukee.gov/DCD/Projects/RFPs>

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS, published at the website listed above.

Please e-mail Scott Stange with any questions regarding this bid: sstang@milwaukee.gov. The deadline for questions will be **January 4, 2022, 4:45 CST**. Any additional information and/or clarification(s) regarding this bid will be issued in the form of an addendum to this Bid by the end of the day on **January 5, 2022**, and will be posted at the following website:

<https://city.milwaukee.gov/DCD/Projects/RFPs>

Bidders will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the Invitation for Bid and all Bidders shall be bound by such.

All Bidders should acknowledge receipt and acceptance of all addendums, if any, for this Invitation for Bid by signing the addendum and submitting the signed addendum with your bid. **Bids submitted without all signed addendums may be considered non-responsive.**

BID SUBMITTAL CHECKLIST

All Bids MUST BE SUBMITTED BY E-MAIL to:

DCDPurchasing@milwaukee.gov

CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid to be considered for award.

- Invitation to Bid Form with Bidder's unit prices and Base Bid Total Sum
- Signature Page
- Affidavit of Non-Collusion
- FORM A – SBE Contractor Compliance Plan, along with an active (non-expired) certificate confirming Small Business Enterprise (SBE) certification issued by the City of Milwaukee Office of Equity and Inclusion for each SBE firm must accompany this form.

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

- Socially-Responsible Contractors paperwork (if applicable)

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 TOTAL SUM:

Calculated BASE BID TOTAL based on the following formula:

Base Bid= (Unit Cost #1 x 800 hours)

(Bid in figures) \$ _____

(Bid in words) \$ _____

PER HOUR UNIT PRICE :

Each bidder shall provide on the bid proposal the following unit prices. The unit prices shall include the cost for all labor and equipment necessary to complete the work as indicated and specified herein, including, but not limited to: 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, Insurance, Industry Programs, profit on "Wage Rate" and/or "cost" and other expenses.

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

(Bid in figures) \$ _____ per hour

(Bid in words) \$ _____ per hour

***** IMPORTANT NOTICE *****

ALL BID PRICES MUST BE ENTERED IN WORDS AND IN NUMERALS. IN CASE OF VARIATION BETWEEN THE TWO, THE WORDS WILL PREVAIL.

IN ADDITION, IF THERE IS A DISCREPANCY BETWEEN THE TOTAL INDICATED IN THE PROPOSAL AND THE AMOUNT OBTAINED BY ADDING THE PRODUCTS OF THE QUANTITIES TIMES THE UNIT PRICES, THE LATTER SHALL GOVERN. ANY ERRORS FOUND IN THE TOTAL INDICATED SHALL BE CORRECTED AND THE CONTRACT AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE CORRECTED TOTAL.

IF DOUBT EXISTS AS TO WHAT IS BID, THE BID WILL BE REJECTED.

ACKNOWLEDGEMENTS PAGE

Official Notice No. 57950

SMALL BUSINESS ENTERPRISE PROGRAM 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 BUSINESS ENTERPRISE PROGRAM (SBE). The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for SBE participation on this project is 25 %

In submitting this bid, the bidder understands that the Commissioner of Department of City Development reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Commissioner of Department of City Development (DCD)) and such insurance requirements as may be required, within five days after the receipt of the official notice of award.

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

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

Bidder assures the City and acknowledges that the Official Notice, Invitation to Bid at and for the prices hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, Specifications, Addenda's, if any, of this particular project have been read and has a full understanding of the provisions

SIGNATURE PAGE – **IMPORTANT** – **SIGNATURE IS REQUIRED OR BID WILL BE CONSIDERED NONRESPONSIVE.**

Rev. 2/2012

Official Notice No. 57950

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice and the Invitation to Bid, Specifications, Addenda's, if any, for this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

Submitted by: _____
Name of Bidder (person, firm or corporation)

Telephone No: _____

Fax No: _____

Address: _____

(City, State, Zip Code)



Signed per _____
(Manual **signature required**)

MUST BE SIGNED

Official Capacity _____

BID DATED _____

SBE Contractor: Yes: _____
No _____



Affidavit of Non Collusion

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

OVERVIEW

The Office of Equity and Inclusion (OEI) owns the responsibility of enforcing and monitoring compliance of city contracts with Small Business Enterprise (SBE) participation requirements. We have found that contract compliance is most effective when the process is transparent and prime contractors fully understand their responsibilities.

Prime contractors are responsible for complying with SBE requirements by identifying and utilizing eligible City of Milwaukee certified SBE firms, making prompt payments and reporting them on a consistent basis to the City, as well as notifying the OEI of issues that may prevent them from fulfilling their contractual obligations. The City has created tools to aide in contract compliance efforts before and after contract execution, as well as during the dates of service with the intended goal of ensuring prime contractors can achieve SBE requirements.

COMPLIANCE PLAN

SBE participation requirements are included in Bid/RFP documents as a condition of responsiveness. To affirm compliance with the requirements, the respondent should submit a Form A - Contract Compliance Plan, which specifies the respondent's intent to award a percentage of the total contract value to the SBE(s), and the description of the commodity or services the SBE firm(s) will provide. Additionally, the respondent shall submit a copy of the SBE certificate (s) issued by the OEI as proof that the firm has the appropriate certification, and is approved to perform or provide the commodity or service outlined in the scope of services. The prime contractor/vendor may not replace the proposed SBE firm without approval from the OEI and contracting department.

SBE certification must be valid prior to bid/RFP submission, therefore, it is imperative to confirm a firm's certification status prior to listing their information on the Form A. A list of certified firms is accessible on the OEI's website at: <https://milwaukee.diversitycompliance.com>. Questions regarding the certification should be directed to the OEI at OEI@milwaukee.gov or 414-286-5553.

MONTHLY REPORTING

Consistent communication mitigates the opportunity for payment discrepancies and non-compliance. Therefore, prime contracts awarded with SBE participation requirements shall utilize the City of Milwaukee's Compliance Reporting and Certification System (CRCS) to report a summary of SBE payments on a monthly basis. The CRCS is accessible via the OEI's website: <https://milwaukee.diversitycompliance.com>. Both prime and subcontractors are required to report payment information in the CRCS.

PAYMENT VERIFICATION

To verify the totality of payments reported on Form D's and in the CRCS, prime contractors/vendors are required to submit a Form E – SBE Subcontractor Final Payment Certification to the OEI within 30 days of the contract completion date.

NON-COMPLIANCE

Compliance concerns must be reported by the prime contractor to the OEI in a timely fashion. Failure to do so may negatively impact the City's monitoring efforts. In the event an SBE firm is unable to perform after the contract has been executed, the prime contractor must contact the OEI to identify a replacement. SBE firms may not be replaced and participation adjustments cannot be considered without prior approval from the OEI.

Prime contractors who fail to comply may be subject to the following sanctions:

- Withholding of payment
- Termination, suspension or cancellation of the contract in whole or part
- Denial to participate in any further contracts awarded by the City for a period of one year after the first violation is found and for a period of three years after any subsequent violation is found.

The City of Milwaukee values your services and thanks you for engaging in its inclusion efforts. Questions about SBE participation requirements and the compliance process should be directed to the Office of Equity and Inclusion at 414-286-5553 or OEI@milwaukee.gov.



CITY OF MILWAUKEE | OFFICE OF EQUITY & INCLUSION

FORM A – CONTRACTOR COMPLIANCE PLAN

This compliance plan must be completed in its entirety and is a required submission with an Invitation to Bid or a Request for Proposal (RFP) if the solicitation includes an SBE requirement and/or if a Proposer is seeking to earn SBE bonus points as it relates to an RFP. Additionally, in order to qualify, an active (non-expired) certificate confirming Small Business Enterprise (SBE) certification issued by the City of Milwaukee Office of Equity and Inclusion for each SBE firm must accompany this form. The SBE firm must be certified at the time of bid opening and/or RFP closing.

I. GENERAL INFORMATION (REQUIRED)

Bid/RFP # _____ Total SBE % _____ Total proposed Bid/RFP amount \$ _____

Description of SBE Firm Participation

[Empty box for Description of SBE Firm Participation]

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

Contractor Name _____

Address _____

City, State, Zip Code _____

Contact Person _____ Title _____

Phone Number _____ E-mail Address _____

Prime Contractor City of Milwaukee SBE certified? Yes _____ No _____

III. ACKNOWLEDGEMENT (REQUIRED)

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge. I further understand and agree that this compliance plan is a condition of my Bid/RFP responsiveness. Failure to submit this form with my response and/or meet the specified SBE requirements may render the Bid/RFP unresponsive.

Name of Authorized Representative _____ Signature _____

Title _____ Date _____

FOR STAFF USE ONLY

SBE Firm(s) providing service/commodity consistent with NAICS Code(s) and Prime’s scope of service? Yes _____ No _____

SBE certification(s) verified? Yes _____ No _____

OEI Analyst _____ Signature _____ Date _____

Department Representative _____ Signature _____ Date _____



CITY OF MILWAUKEE | OFFICE OF EQUITY & INCLUSION

FORM A – CONTRACTOR COMPLIANCE PLAN

List all subcontractor information in its entirety, identifying the Contractor’s SBE designation. Individual subcontractor SBE percentages should equal the overall participation as listed on Page 1. Please visit the following website to access the list of City of Milwaukee SBE certified firms: <https://milwaukee.diversitycompliance.com/>

IV. SUBCONTRACTOR INFORMATION

Contractor Name _____
Address _____
City, State, Zip Code _____
Contact Person _____ Title _____
Phone Number _____ E-mail Address _____
Subcontractor SBE-certified? Yes _____ No _____

Please identify the proposed commodity or service, award amount and contract percentage the subcontractor will fulfill.

Proposed award amount \$ _____ Percentage of contract _____ %
Work performed/materials provided _____
Name of Owner/Representative _____
Signature of Owner/Representative _____ Date _____

Contractor Name _____
Address _____
City, State, Zip Code _____
Contact Person _____ Title _____
Phone Number _____ E-mail Address _____
Subcontractor SBE-certified? Yes _____ No _____

Please identify the proposed commodity or service, award amount and contract percentage the subcontractor will fulfill.

Proposed award amount \$ _____ Percentage of contract _____ %
Work performed/materials provided _____
Name of Owner/Representative _____
Signature of Owner/Representative _____ Date _____

If you need to provide additional subcontractor information, please duplicate this page as needed.

NOTICE TO CONTRACTORS

PLEASE NOTE: Effective December 28, 2005, the City of Milwaukee adopted an ordinance relative to the disclosure of participation in or profits derived from slavery by contractors. Effective May 31, 2014, completion of the Slavery Disclosure Affidavit is required ONLY if the Contractor's company was established during or prior to the slavery era (prior to the year 1865). If the Contractor's company was established in or before 1865, the form is required, regardless of contract type – bid, contract, JumpStart, Service Order, Purchase Order, etc.

Therefore, if the Contractor's company was established *after* the year 1865, a Slavery Disclosure Affidavit is not required.

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

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



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

Affidavit of Compliance
Disclosure of Participation in or Profits Derived from Slavery by Contractors

Company Name:
Address:
City: State: Zip:

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14. NOTE: Effective May 13, 2014, Contractors whose company was established during the slavery era, whether or not subject to competitive bidding, shall complete this Affidavit prior to entering into a contract.

Please check one:

- This business was in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and have found no such records.
This business was in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and am disclosing the findings below.

Findings being disclosed (please attach additional pages, if necessary):

[Empty box for findings]

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

Authorized Signature:
Printed Name: Date:



Subscribed to before me on this day of , 20 , at
County, State.

Notary Public Signature

Printed Name

My commission expires:

(SEAL)

Please Return to:
DOA-BOD-Procurement Services
200 E. Wells Street, Room 601
Milwaukee, WI 53202

procurement.services@milwaukee.gov



Department of Administration – Purchasing
Division -
Terms and Conditions

Provisions of the Department of Administration – Purchasing Division’s Terms and Conditions dated February 4, 2020, and subsequent addenda, except as may be modified or expanded upon in this Invitation to Bid, shall apply to all contractors and subcontractors working on the project. For this Bid and resulting contract, Section II entitled “Terms Applicable to Cotracts Paid for with Federal Funding”, shall apply.

For a copy, please go to the following link and click on “City of Milwaukee Terms & Conditions - updated 2/4/2020” . Any special conditions in this Request for Proposals shall take precedence over any conflicting provisions stated elsewhere in these terms and conditions.

<https://city.milwaukee.gov/Purchasing/PP/TC>

Specifications

**Department of Department of City
Development
Official Notice #57950**

**Carpentry Maintenance Services
City of Milwaukee Owned
Properties
Milwaukee, WI**

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, Phone: (414) 286-5727, E-Mail: sstang@milwaukee.gov

I. INSTRUCTIONS TO BIDDERS

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

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

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

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

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

C. **BID EVALUATION:** Base bid defined by following formula. Bids will be evaluated by using hourly rate and multiplying it by 800 hours (this number is the average amount of hours in recent years. It is not a guarantee of the amount of hours). **Contract award will be based on calculated BASE BID TOTAL**

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.

Contract Breakdown Figures:

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

Formula Example:

$$\begin{array}{rcl} \text{Hourly Rate} & = & \$50.00 \\ & & \underline{\times 800 \text{ hours}} \\ \text{BASE BID TOTAL SUM} & = & \$40,000.00 \end{array}$$

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

- Invitation to Bid Form with Bidder's unit price and Base Bid Total Sum
- Signature Page
- Affidavit of Non Collusion
- FORM A – SBE Contractor Compliance Plan, along with an active (non-expired) certificate confirming Small Business Enterprise (SBE) certification issued by the City of Milwaukee Office of Equity and Inclusion for each SBE firm must accompany this form.

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

- Socially-Responsible Contractors paperwork (if applicable)

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

F. EXCLUSIVITY OF WORK: There is no guarantee of work or amount of work and no exclusivity for work. The intent of this contract is for 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.

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 price with this bid will be used as a basis for payment of the work completed.** There will be no exceptions to the hourly rate and reimbursement for materials during the time of the contract.

I. CONTRACT TERM: Contract is scheduled to begin February 19, 2022. The term of the contract will expire 3 years after the effective date of the contract. Carpentry Services and Property Maintenance Services will be on an as needed, as requested, project by project basis.

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

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

K. WORK HOURS: Work shall be conducted Monday through Friday, 8:00 a.m. to 4:45 p.m. DCD will pay overtime hours at a rate of time-and-one-half only if approved in advance by DCD.

L. START AND COMPLETION: Contractor shall not proceed with work until directed to do so by DCD or its agent. The contractor shall receive authorization to proceed with work via an e-mailed Work Order or called in with the Work Order (to include the property address. The Contractor shall have in its employ a sufficient force of qualified and competent personnel to commence work on each property within **twenty-four hours** of contractor receiving Work Order from DCD to proceed. Picking up keys to a property does not constitute commencement of work. The Contractor shall complete the work within seventy-two hours (72) (excluding Saturdays, Sundays, and holidays) DCD may grant an additional seventy-two (72) hours to complete (or within additional time extension granted by DCD; liquidated damages in the amount of Twenty and 00/100 Dollars (\$20.00) may be assessed for each day of delay. Contractor shall take all steps necessary to minimize the inconvenience to the resident(s) of the property, shall complete the work as rapidly as possible and shall conduct its operation in the utmost discretion and cooperation with DCD.

M. EMERGENCY WORK ORDERS: For Emergency and/or after-hour work (4:46 p.m. – 7:59 a.m.) Contractor shall call start the work within 24 hours of receiving the Work Order and be completed within 48 hours after starting. Please know that these type of work orders are rare.

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

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

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

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

R. EXAMINE DOCUMENTS:

1. Before submitting a bid proposal, bidders should carefully examine the contract manual; fully inform themselves as to all existing conditions and limitations, including those of labor; and shall include in the bid proposal a sum sufficient to cover the cost of all items contemplated by the contract documents.

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

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

S. SOCIALLY RESPONSIBLE CONTRACTOR: Pursuant to Ordinance 310-10, if a bidder is seeking to qualify for the Socially-Responsible contractors (SRC) bid incentive and is a responsive and responsible bidder, the "SRC bidder" shall be awarded the contract provided its bid does not exceed the lowest bid by more than 5% and the difference does not exceed \$25,000.

The purpose of this ordinance is to ensure contributions toward community betterment made by socially-responsible contractors are recognized and rewarded. Actions or implemented programs shall include at least three (3) of out of twelve (12) actions or programs to as set forth in the ordinance and the Socially Responsible Contractor Affidavit of Compliance (see attached). Each bidder seeking to qualify as a socially-responsible contractor shall submit, as part of its proposal, this affidavit describing actions taken and programs implemented to eliminate, or substantially reduce, the barriers to employment for current and prospective employees of the contractor, and the outcomes of these actions and programs.

T. SALES TAXES: All bids must be submitted without the inclusion of Federal excise and Wisconsin sales taxes as the City is exempt therefrom. Bidders, therefore, shall not add sales tax to their proposals when bidding to the City but shall include in their bids only the sales tax they will be required to pay directly as a consumer when obtaining materials, etc., to fulfill the contract requirements should they be the successful bidder

U. APPEALS: Bidders should submit a written request to the purchasing agent for interpretation or correction of any ambiguity or inconsistency discovered in the bid, specifications or attachments. Any requests for changes, clarifications, etc., to the bid-related specifications or attachments must be submitted to the Purchasing Agent in writing at least five (5) working days prior to the bid closing date. Requests received after that time will not be considered.

Bidders may not change any of the terms or conditions in the bid and/or specifications without the written approval of the Purchasing Division. Any unauthorized changes will constitute a counteroffer and will subject the bid to rejection.

V. SIGNATURE REQUIREMENT: BIDS MUST BE SIGNED: This bid must be manually signed by the bidder or contain his/her name in such a manner that the bid can be identified as being his/her bid (electronic signatures are acceptable). 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

W. SUBSTITUTIONS AND EQUIVALENTS: Substitutions or equivalents of specified items may be permitted at the sole discretion of the Commissioner of DCD.

X. BID ADDENDUM: Any changes made as a result of a written request will be issued via a bid addendum, and, if necessary, an extension will be made to the bid closing date. Any addenda will be posted to the DCD website <https://city.milwaukee.gov/DCD/Projects/RFPs>. Bidders are

responsible for checking this website for any future addenda, etc., prior to the bid closing date. All addenda should be signed and returned by the bid closing date and time. Bidders who do not return the addenda may have their bid rejected. Electronic signatures are acceptable. If you are unable to access the internet, contact the Scott Stange, Phone: (414) 286-5727, E-Mail: sstang@milwaukee.gov to obtain a hard copy.

Y. 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

Z. PRICE

1. Omitted. If price is omitted, it is agreed that Contractor's price will be the lowest prevailing market price as determined by the City Purchasing Director and as supported by evidence.
2. Increases. Subject to the conditions of this subsection, if, through no fault of Contractor, limited supplies or general inflation result in increased prices incurred by Contractor for the goods, supplies, materials, or equipment purchased pursuant to this Contract (collectively the "Goods") after the first calendar year beginning on the Effective Date of the Contract and every anniversary of the Effective Date thereafter ("Year") of this Contract, Contractor shall be entitled to request an increase in the price paid by City moving forward. The request must be made to City at least sixty (60) days in advance of the requested effective date of the increase and must be approved by City prior to the increase taking place. Contractor shall only be allowed to request an increase once during every Year regardless of whether such increase is ultimately approved by City. Any individual increase will be the lesser of (1) the actual increase in the cost of goods over the past twelve months, or (2) fifteen percent (15%) of the original contracted price of goods during the first Year of this Contract. The increase shall be contingent on City appropriating sufficient funds to pay the increased price. Contractor must provide evidence of the price increase to DCD sufficient to demonstrate that, in the DCD's sole discretion, the increase in cost to City is justified by the evidence prior to any increase being approved by City. This clause shall not apply to any "discount from list" agreements. Denial of any request to increase the price does not constitute grounds to terminate this Contract.
3. Decreases. Contractor shall notify City of any decrease in the price Contractor pays for the Goods within 30 days of such decrease and shall immediately decrease the price paid by City for the Goods on any future Invoices. The decrease in price to City shall equal the decrease in the cost Contractor incurs in purchasing the Goods. Contractor shall provide evidence of the current cost of the Goods to City within 30 days of any request for the same.
4. Surcharges. Fuel and/or shipping surcharges are not allowed and will not be paid by the City. If there is a freight increase prior to delivery of the product, the additional increase will be at the expense of Contractor.

II. GENERAL REQUIREMENTS

A. INSURANCE

1. General Requirements

A certificate of insurance acceptable to City evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided within 30 days of final execution of this Contract. If such certificate is not received, the City of Milwaukee has the authority to declare this Contract terminated.

All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by City for the duration of this Contract.

Insurance companies must be acceptable to City and must have a current A.M. Best rating of A-VIII or better. All policies shall be written on an occurrence form, other than Real Estate Errors and Omissions as noted below. If subcontractors are used, each must meet all requirements in sections A and B.

2. The minimum insurance requirements are as follows:

(a) Workers' Compensation and Employer's Liability

Workers' Compensation Statutory Coverage
Bodily Injury by Accident \$100,000 each accident
Bodily Injury by Disease \$500,000 policy limit
Bodily Injury by Disease \$100,000 each employee

(b) Commercial General Liability

Commercial General Liability \$1,000,000 each occurrence
General Aggregate \$2,000,000 aggregate
Personal & Advertising Injury Limit \$1,000,000 each occurrence
Products - Completed Operations Aggregate \$2,000,000 aggregate
Medical Expense \$ 5,000 each person

(c) Auto Liability

Combined Single Limit \$1,000,000 each accident
Medical Expense \$ 10,000 each person

- If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- The City of Milwaukee shall be added as an additional insured.
- Coverage shall include contractual liability for risks assumed in this contract.
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

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.

C. INSPECTIONS:

1. DCD Staff, or designee, may provide daily inspection to verify compliance with contract documents, identify contractors and crews on the job, verify compliance with contract conditions (SBE, living wage requirements, etc.), and record job progress and conditions. All work shall be subject to inspection, examination, or test by DCD at any and all times during or after the performance of said service and at any and all places where such service is or has been performed. DCD shall have the right to reject defective or otherwise unsatisfactory service and require its correction. Rejected services shall be corrected in a timely manner and to the satisfaction of and without charge DCD.

2. Notice of unsatisfactory work shall be provided in writing.

3. Where the Contractor has failed to complete certain services and has been given notice to correct the discrepancy and has failed to complete the work (either because the allotted time for correction has passed or a second inspection reveals that the work remains incomplete), DCD may take the following action:

a. Deduct the line item value of the work not completed from the payment of the invoice for said service for its failure to the correct service in an effective manner.

b. Assign any Work Not Completed in accordance with these specifications to another Contractor in which case the first Contractor would be financially responsible for any additional costs incurred by DCD.

4. 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.

D. 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, or designee.

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.

E. 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.

F. SMALL BUSINESS ENTERPRISE (SBE) -This invitation to bid requires participation of a Small Business Enterprise (SBE) in the amount of 25% in accordance with City of Milwaukee Ordinance Chapter 370 Section 5. The City of Milwaukee's Office of Equity and Inclusion's (OEI) provisions for SBE participation are incorporated as part of the bid package and must be read very carefully. The City's SBE provisions can be found at www.city.milwaukee.gov > Directory > Purchasing Division > Programs > Small Business Enterprise Program. **The OEI contract**

compliance plan (Form A) must be returned with your bid. SBE participation is an element of bid responsiveness. Failure to meet the specified requirements will render the bid unresponsive, and the Purchasing Division may then recommend award to the next apparent low complying bidder. For further information regarding SBE participation, contact the Office of Equity and Inclusion at 414-286-5553.

G. 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 \$11.65 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. Currently, Section 310-13 requires that on March 1, 2022, and each March 1 thereafter, the minimum hourly wage shall be adjusted to the amount required to produce, for 2080 hours worked, an annual income equal to the average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor shall be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage.

H. REFERENCES: References must be submitted by the apparent low bid contractor within three (3) working days after being identified as an “apparent low bidder”. The references are to include a list of three (3) other projects (with contact information) that are similar in terms of size or type to those which the low bidder has successfully shown the capability to complete in the past and currently proposes to service under this contract.

I. 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. Quantity of unit costs required for the work order.
- d. A summary of work, with the address of the property.
- e. Original receipts.
- f. All statements and invoices shall be submitted to: Land Management; Attn: Cindy Wright-Smith; 809 N. Broadway, 2nd floor; Milwaukee, WI 53202
- g. If the Contractor is required to obtain a permit for the work in a Work Order, Contractor must list the permit number in the invoice.
- h. Invoices to be submitted on a regular basis, **but no later than 30 days after the work is completed.**

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

J. 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 individuals name or possesses 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.

K. 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.

L. ELECTRICAL POWER: Contractor shall be responsible for providing, at their expense, their own power source (generator including the gas).

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. ANNUAL REVIEW AND 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, including but not limited to Lead or Asbestos, that are questionable while performing this work, Contractor shall immediately cease working on the project and contact the DCD representative to inform them of the situation. Contractor shall not continue any work on the project until receiving approval from the DCD representative.

Q. EQUIPMENT: The Contractor shall ensure that all workers assigned and approved to work under this contract have a complete set of necessary tools to perform the required scope of work. These tools shall be brought to the job on a daily basis. The Contractor shall provide all personal

safety equipment necessary including, but not limited to hard hat, safety glasses, harnesses, goggles, gloves, etc.

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

Vehicles must display the Contractor's name on the outside so it is visible to DCD Staff.

R. WARRANTIES OF PROPERTIES - No warranties, representations, or guarantees are made or implied regarding the structural integrity or the safety of any property or parcel assigned for work to the Contractor. **Contractor enters onto the parcels and into the properties at their own risk.** Contractor agrees that its obligations to defend and indemnify DCD and the City expressly apply to any injuries occurring to its employees or damage occurring to its property as a result of conditions existing on the parcel or in the property.

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

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

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

V. 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.

W. 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.

X. VEHICLE/EQUIPMENT RESPONSIBILITY: The CONTRACTOR assumes all responsibility in observing all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of the service described herein.

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 to 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 DCD. 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.

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 work 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. 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 e-mailed 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.

H. General

1. The Contractor shall take all appropriate steps necessary to minimize inconveniences to the neighbors of the property.
2. The Contractor shall work with the Owner to cultivate and maintain good neighbor relations.

I. 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.



DEPARTMENT OF ADMINISTRATION-PURCHASING DIVISION

**SOCIALLY-RESPONSIBLE CONTRACTORS (SRC)
AFFIDAVIT OF COMPLIANCE**

NOTE: *This affidavit must be completed in its entirety and submitted with your bid or proposal to be considered for SRC bid incentive.*

Bid or RFP #: _____

Company Name: _____

Address, City, State, Zip: _____

A “Socially-Responsible Contractor” or “SRC” is an entity submitting a bid as part of the City’s formal competitive bidding process that has acted or implemented a program to eliminate, or significantly reduce, barriers to employment for current and prospective employees of the contractor. Actions or implemented programs shall include at least three (3) of the programs listed in **Section I** below. To indicate which programs you have acted or implemented, place a checkmark in the box next to each item pertaining to the business entity as a bidder or proposer for the City of Milwaukee.

I. SRC CRITERIA

- A. Hire persons with felony convictions;
- B. Assist current or prospective employees with earning their high school diploma;
- C. Underwrite or facilitate industry-linked career-assessed pre-employment services and subsidized work experience including: internships, job shadowing, on-the-job training, and summer employment;
- D. Partner with an employment service agency to monitor and track individualized employment plans;
- E. Provide, underwrite, or facilitate industry-linked career-based instruction to current or prospective employees in areas such as the following: blueprint reading, basic math and measurement, technical math, labor history, construction culture and essential skills, health and safety awareness, manufacturing processes and production, maintenance, and budgeting and financial literacy;
- F. Provide or facilitate occupational skills training and related adult mentoring and networking;
- G. Underwrite or facilitate subsidized or unsubsidized programs which provide supportive services for current or prospective employees to obtain or fund the following:
 - A valid driver’s license
 - Transportation vouchers to work and home
 - Appropriate work attire, work safety gear, and other needed equipment
 - Testing and certification fees
 - Legal aid services
 - Child care and family-related dependent care
 - Emergency housing, health care, and short-term emergency assistance
 - Career and training services
 - School supplies, books, and fees
 - Referrals for medical services and exams
 - Reasonable accommodations for persons with disabilities
- H. Partner with employment agencies to supplement subsidized wages to ensure employees receive a living wage;
- I. Provide breast feeding facilities for employees who are nursing children;
- J. Provide a minimum of 120 hours of paid sick leave;
- K. Provide a minimum of five (5) paid sick days;
- L. Provide an employer-assisted housing program providing homebuyer assistance in the form of mortgages, down payment assistance, or homebuyer education for residences within walking distance of their employer;
- M. Provide assistance to reduce fees and penalties on tardy child support payments, manage payment of child support arrears, and become current on child support obligations.

II. DISCLOSURE

The purpose of the *Socially-Responsible Contractor* Program (SRC) is to ensure contributions toward community betterment made by socially-responsible contractors are recognized and rewarded. Each bidder or proposer seeking to qualify for the SRC bid incentive shall submit, as part of its bid or proposal, this sworn affidavit describing actions taken and programs implemented to eliminate, or significantly reduce, the barriers to employment for current and prospective employees of the contractor. The outcomes of these actions and programs shall be described in verifiable detail in the section below. (Please include an attachment if additional line space is required).

This signed and notarized affidavit of compliance will be the contractor's sworn statement that the business satisfies the criteria for Socially-Responsible Contractors pursuant to Chapter 310-10 of the City of Milwaukee Code of Ordinances.

I hereby declare compliance with Chapter 310-10 of the City of Milwaukee Code of Ordinances.

Authorized Signature: _____

Printed Name: _____

Date: _____

III. NOTARIZATION

Subscribed to before me on this _____ day of _____ in the year _____, at
_____ County, _____ State.

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____ My commission expires: _____

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL