

**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. **57970**

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](mailto:DCDPurchasing@milwaukee.gov), no later than January 6, 2023, at 11:00 A.M.

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**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. 57970, 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.

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

DETAILS OF SPECIFICATIONS: November 21, 2019.

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

**\*\*\*All Bids MUST BE SUBMITTED BY E-MAIL to [DCDPurchasing@milwaukee.gov](mailto: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% SBE Participation

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 23, 2023. Term of the contract will expire 3 years after the effective date of the contract. Electrical Services will be on an as needed, as requested, project by project basis.

DETAILED SPECIFICATIONS: dated 11/21/19

NOTE: BIDS ARE BEING OPENED REMOTELY AT THIS TIME. PLEASE E-MAIL SCOTT STANGE AT [sstang@milwaukee.gov](mailto: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](mailto:sstang@milwaukee.gov). The deadline for questions will be **December 20, 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 **December 21, 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](mailto: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
- 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: **Electrical Maintenance Services  
City Of Milwaukee Habitable and  
Improved Neighborhood properties  
Milwaukee, WI**

**ALL BIDS MUST BE TYPED OR PRINTED**

**\*\*\*PLEASE READ UNIT PRICE DESCRIPTIONS IN THE SPECIFICATIONS\*\*\***

For furnishing all labor and equipment to perform the necessary and required services for Electrical 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 Price 1 x 225 hours + Unit Price 2 x 20 hours + Unit Price 3 x 10 hours). This represents the estimate of electrical services over a three (3) year period.

(\$ \_\_\_\_\_)

**UNIT PRICES**

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 No. 1:** State the **straight time hourly rate** in accordance with the bid documents and specifications herein.

\$ \_\_\_\_\_ per hour

**Unit Price No. 2:** State the **overtime hourly rate** in accordance with the bid documents and specifications herein

\$ \_\_\_\_\_ per hour

**Unit Price No. 2:** State the **Weekend and Holiday hourly rate** in accordance with the bid documents and specifications herein.

\$ \_\_\_\_\_ per hour

**\*\*\* IMPORTANT NOTICE \*\*\***

**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. 57970

### 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.

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 NON-RESPONSIVE.**

Rev. 2/2012

**Official Notice No. 57970**

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 \_\_\_\_\_

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### 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](mailto: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](mailto: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 rectangular 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 \_\_\_\_\_
Staff Name \_\_\_\_\_ Staff Signature \_\_\_\_\_
Title \_\_\_\_\_ 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:

<https://city.milwaukee.gov/ImageLibrary/Groups/ccClerk/Ordinances/Volume-3/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):

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 American Rescue Plan Act (ARPA) Terms and Conditions, dated October 24, 2022, 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 Contracts Paid for with Federal Funding” (see attached below), shall apply.

For a full copy, please go to the following link and click on “City of Milwaukee American Rescue Plan Act (ARPA) Terms and Conditions- updated 10/24/2022”. 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>

**Terms Required for all City of Milwaukee Contracts Funded with Federal Grants Subject to the Uniform Guidance**

In the event of a conflict between these Terms Required for all City of Milwaukee Contracts Funded with Federal Grants Subject to the Uniform Guidance (“Federally Required Contract Terms”) and the terms of the main body of the Contract or any exhibit or appendix, these Federally Required Contract Terms shall govern.

1. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during Contract’s term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder’s list, Contractor shall notify City immediately. Contractor’s completed Vendor Debarment Certification is attached hereto and incorporated herein.

2. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.

3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City’s public records retention requirements set forth elsewhere herein.

4. **Procurement of Recovered Materials.** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**—If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. **Energy Efficiency.** Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this contract, Contractor certifies that:

- 7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- 7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- 7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 7.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If this Contract is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and this is an agreement between City or a sub-recipient and a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, City or sub-recipient will comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. **DHS Seal, Logo, and Flags.** Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.



11. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.

12. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a “prime construction contract,” in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

13. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145).** If this is a “prime construction contract” in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

14. **Equal Employment Opportunity.** If this is a “federally assisted construction contract,” as defined by 41 CFP Part 60-1.3, except as otherwise provided in 41 CFR Part 60, in its performance under the contract, the 41 CFP Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The text of 41 CFR 60-1.4(b) is available upon request.

15. **Termination for convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days’ notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.

16. **Termination for cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor’s performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

17. **Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors’ Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for

becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

18. **Domestic preferences for procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to [2 CFR § 200.216](#) (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

20. **Treasury Regulations.** If this contract is funded by the City of Milwaukee with American Rescue Plan Act Funding, this contract is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

21. **SAM.gov.** Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

22. **Drug Free Workplace.** Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20 are hereby incorporated by reference and bind the Contractor.

23. **New Restrictions on Lobbying.** New Restrictions on Lobbying, 31 C.F.R. Part 21 are hereby incorporated by reference and bind the Contractor.

24. **Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.** Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations are hereby incorporated by reference and bind the Contractor.

25. **Federal environmental laws.** Generally applicable federal environmental laws and regulations are hereby incorporated by reference and bind the Contractor.

26. **Federal antidiscrimination laws statutes.** Additionally, the federal statutes and regulations prohibiting discrimination are applicable to this Contract and bind Contractor, include, without limitation, the following:

- 26.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31. Additionally, by signing this Contract or Amendment, as applicable, Contractor certifies that:

*The contractor or subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are*

*herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

- 26.2. C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- 26.3. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 26.4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- 26.5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- 26.6. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

27. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

28. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.



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*Specifications*

**Department of Department of City  
Development  
Official Notice #57970**

**Electrical 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](mailto:sstang@milwaukee.gov)

## I. INSTRUCTIONS TO BIDDERS

A. **BID FORM:** Submit a unit price for the Electrical 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 prices shall include the cost for all labor and equipment necessary to complete the work, regardless of the number of service employees / technicians sent to perform 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 a **straight time** hourly rate for furnishing all labor and equipment to perform the necessary and required services for Electrical Maintenance Services between 8:00 a.m. and 5:00 p.m., in accordance with the bid documents and specifications herein. The term hourly rate to be defined as the actual time spent at the property providing the services requested.

**Unit Price No. 2:** Submit an **overtime** hourly rate for furnishing all labor and equipment to perform the necessary and required services for Electrical Maintenance Services **after 5:01 p.m. and before 7:59 a.m.**, in accordance with the bid documents and specifications herein. The term hourly rate to be defined as the actual time spent at the property providing the services requested.

**Unit Price No. 3:** Submit an hourly rate, **for Weekends (Saturday and Sunday) and Holidays**, furnishing all labor and equipment to perform the necessary and required services for Electrical Maintenance Services in accordance with the bid documents and specifications herein. The term hourly rate to be defined as the actual time spent at the property providing the services requested.

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 (quantities used in the formula are estimates. Actual hours worked or units installed over the term of the contract may be more or less):

Base Bid Total Sum= (unit price 1 x 225) + (unit price 2 x 20) + (unit price 3 x 10)

**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.)

**Formula Example:**

This column represents where you would enter in your unit price bid amounts in your bid documents



Unit Price No. 1	\$70.00, per hour (Example)	times 225 =	\$15,750
Unit Price No. 2	\$90.00, per hour (Example)	times 20 =	\$ 1,800
Unit Price No. 3	\$100.00, per hour (Example)	times 10 =	\$ 1,000

This calculated amount would be your **BASE BID TOTAL SUM** → \$18,550

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
- 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 Electrical 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 prices 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 23, 2023. The term of the contract will expire 3 years after the effective date of the contract. Electrical Maintenance Services will be on an as needed, as requested, project by project basis.

#### J. 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

K. 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.

L. WORK HOURS: Work shall be conducted Monday through Friday, 8:00 a.m. to 5:00 p.m. DCD will pay overtime hours only if approved in advance by DCD. Contractor is to provide electrical maintenance services on an on-call basis **24 hours a day**.

M. START AND COMPLETION: Contractor shall not proceed with work until directed to do so by DCD or other authorized City department (i.e. the Redevelopment Authority of the City of Milwaukee (RACM) or Neighborhood Improvement Development Corporation (NIDC)). The contractor shall receive authorization to proceed from Owner's Representative. 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. The Contractor shall have in its employ a sufficient force of qualified and competent personnel to commence work on each property within **one hour** of contractor receiving authorization from DCD to proceed. The Contractor shall complete the work within Forty-Eight hours (48) (including Saturdays, Sundays, and holidays). 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.

**Contractor must provide an afterhours phone number(s) that DCD can rely on to reach a member of the Contractor's team to respond to afterhours service requests.**

N. Intentionally left blank

O. WORK ORDERS: Work Orders will generally be communication via email. 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.

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

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

R. 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.

## S. 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.

T. 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.

U. 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

V. 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.

W. 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

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

Y. 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](mailto:sstang@milwaukee.gov) to obtain a hard copy.

Z. 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

## 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.
- If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.

**(d) Umbrella (Excess) Liability**

Umbrella (excess) Liability \$1,000,000 per occurrence

\$1,000,000 aggregate

- The Umbrella Liability insurance shall provide coverage excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.

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

4. The certificate holder shall be noted as: Department of City Development  
809 N. Broadway, Attn: Purchasing/Contract Services  
Milwaukee, WI 53202

B. Contractor shall comply with all applicable state, federal and local codes, and pay all permits, licenses and certificates, and other fees as required by the work including but not limited to the following:

1. Safety Regulations: All work shall be done in accordance with the safety requirements referenced in the International Building Code, as adopted and amended by the State of Wisconsin and OSHA. Also, Contractor shall provide all barricades necessary to protect neighbors during the construction activities.

2. Contractor shall comply with all rulings, regulations and laws of the following shall be complied with in the completion of this project, including:

International Building Code, as amended and adopted by the State of Wisconsin

Plumbing and Drainage Codes of the City of Milwaukee

Ordinances of the City of Milwaukee

National Board of Fire Underwriters

OSHA

NFPA

FAA  
NEC  
IEEE  
UL

3. The City of Milwaukee will provide the general building and occupancy permits.

4. Contractors shall obtain, from the City of Milwaukee Department of City Development and/or other government or private agencies, all special permits and/or licenses as may be necessary in their work.

5. City of Milwaukee Licenses

a. Contractor must be **licensed to perform electrical work in the City of Milwaukee** at the time of submitting a bid. Submitting a bid without already having this license will be rejected as being non-responsive.

For more information about the Electrical License, please see the following link:

<https://city.milwaukee.gov/DNS/permits/LicensedContractors>

b. If a Contractor's sole business operation is electrical contracting, a City of **Milwaukee Home Improvement Contractor's License is not required.**

c. If a Contractor's business is **not solely electrical contracting**, then they **must have a valid Milwaukee Home Improvement Contractor's License** at the time of submitting a bid For more information about the Home Improvement Contractor's License please see the following link: <http://city.milwaukee.gov/LicensesPermits>

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](http://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.

.For a listing of SBE firms certified by the City of Milwaukee, go to the following link, click on the "SBE Business Directory" and then click on "Search": <https://city.milwaukee.gov/Equity-and-Inclusion/Business>

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 \$12.21 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, 2023, 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. Intentionally left blank

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. 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.

Y. HOLIDAYS: For the purposes of this bid, the CITY recognizes the following holidays (if a holiday falls on a week day, the holiday rate would be paid):

New Year's Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

### III. TECHNICAL SPECIFICATIONS

#### A. GENERAL

1. Experience - Contractor bidding on this work shall have a thorough knowledge of the tools, equipment, materials, methods and practices used in electrical maintenance necessary to perform any and all services for DCD. 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.

2. Equipment, Tools, Materials and Labor- Contractor assigned will provide his/her own hand and power tools required to accomplish the routine work assignments. The Contractor shall furnish all materials and equipment. Any deviation from this procedure shall be in writing and signed by appropriate representatives of the Operations Division. Said individual being the person assigned as Supervisor of the project and responsible for its completion.

3. Verbal Work Orders - In no case shall verbal orders be taken from anyone other than DCD. All written orders shall come from DCD. Changes in work assignment shall be authorized only by the DCD or agent.

B. DESCRIPTION OF WORK: The Electrical 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 electrical work assigned under the provisions of this Contract and these Specifications.

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

1. Repair and/or replacement of existing electrical service to point of connection with public utility company facilities;
2. Repair and/or replacement of existing residential distribution panels, repair to main distribution panels and associated metering equipment and circuit breakers;
3. Repair and/or replacement of power panels and branch circuit panels for lighting and power and associated circuit breakers, fuse, conduit and wiring;
4. Repair and/or replacement or relocation of branch circuit wiring system for lighting, motors, receptacles, junction boxes, and similar uses;
5. Installation of new, relocation, or replacement of existing lighting fixtures, wall switches, receptacles, and similar items;
6. Miscellaneous trenching and backfilling for underground electrical installation, repair, or replacement work;
7. Exterior light fixture and/or bulb installation, repair, or replacement including associated wiring system and control repair or replacement;
8. Miscellaneous wiring to mechanical equipment safety switches, connections of lighting fixtures, and similar items.
9. Other electrical work assigned by the City of Milwaukee under this contract but not specified within this section.

Related work performed by others: The City of Milwaukee, may conduct other work within or adjacent to or in conjunction with work specified herein.

### C. QUALITY ASSURANCE

1. Qualifications of installers: For the actual fabrication, installation, and testing of the work of this Section, use only thoroughly trained, licensed, and experienced electricians completely familiar with the items required and with the manufacturer's recommended methods of installation when applicable. In acceptance or rejection of the installed work, no allowance will be made for lack of skill on the part of the electricians.

2. Dismissal of Contractor employee(s) from his work who are deemed by the Owner as incompetent, careless, objectionable, or insubordinate shall be the Owner's right.

D. CODES AND STANDARDS: In addition to complying with all pertinent codes and regulations, comply with:

1. National Electrical Code, latest edition;
2. Local Wisconsin Electrical & Power Company regulations;
3. Occupational Safety and Health Act, latest edition
4. Wisconsin State Electrical Code, latest edition;
5. Milwaukee Code of Ordinances, latest edition;
6. Underwriter's Laboratory, Inc.;
7. National Fire Protection Association;
8. American National Standards Institute.

All necessary permits for electrical work shall be obtained by the Contractor. At the completion of the work, deliver to Owner without cost all required certificates of inspection and approval.

E. SUBMITTALS

1. General: Wherever possible the minimum acceptable quality of workmanship and materials have been defined by reference to recognized industry standards or for replacement of existing materials and/or equipment it may be necessary to only match existing materials and/or equipment with a new product or a similar product.
2. Product Data: When required by the Owner, submit three (3) copies within fourteen (14) calendar days: 1.) Complete list of all materials proposed to be furnished per the Owner's request; 2.) Manufacturers' specifications and catalog cuts as required to demonstrate compliance with the specified requirements; 3.) Manufacturers' recommended installation procedures which, when approved by the Owner will become the basis for inspecting and accepting or rejecting actual installation procedures used on the work.
3. Record Drawings: For assigned work required to relocate or remove or add new large distribution panels, switches, light fixture, etc., Contractor shall during the process of the work maintain an accurate record of the installation showing all changes, location of all concealed items with dimensions and variations (if any), and provide Owner with that completed record.

F. PRODUCT HANDLING

1. Protection: Use all means necessary to protect materials required for assigned work before, during and after installation and to protect the work and material of all other trades when applicable.
2. Replacement: Should damage occur, immediately make all repairs and replacements necessary to the approval of the Owner and at no additional cost to the Owner.

G. PRODUCTS

1. Distribution Panels - Provide distribution panels by one of the following manufacturers for new work (accompanied by Owner provided engineering data, drawings and specifications, etc. as

required) or when it is not possible to provide a similar (replacement) panel from the manufacturer of the existing panel requirements, and nameplate information:

- a. Square D
  - b. General Electric
  - c. I.T.E.
2. Electrical Distribution Systems - Identification of components: Identify all components by means of a neatly stenciled label or etched micarta labels.
3. Raceways and Fittings:
- a. All conduit installed concealed in walls, above the ceilings, or exposed in work areas shall be electrical metallic tubing with compression or tap-on type fittings or rigid galvanized tubing.
  - b. Conduit in direct contact with earth shall be coated with an asphaltum paint approved by the Owner.
  - c. All outlets, junction boxes, and switch boxes shall be galvanized code-gauge metal.
    - 1.) Junction boxes in wet, dusty, or exterior areas shall be equipped with gasket cover.
    - 2.) No back-to-back or through the wall boxes shall be permitted.
  - d. Provide sleeves and chases where conduits pass through floors and walls.
  - e. Couplings, Connectors and Fittings shall be equipped with UL re-examination Service Seal where test standard exist.
  - f. Flexible conduit and liquid tight flexible conduit must contain a green ground wire.

#### H. LIGHTING SWITCHES, PLATES AND OUTLETS

1. Provide GFCI receptacles and replacement receptacles in kitchen above counters, bathrooms above sinks and laundry rooms above sinks unless requested to do otherwise by the Owner.
2. Switches shall be single or double pole through type in residential family units. Push button switches when encountered shall be replaced by a single or double pole switch as applicable.
3. All receptacles shall be grounded type, no exceptions.
4. Provide plates at all new or existing outlets having no plates. Plates shall match existing plates in the area. Where no plates exist, use plastic non-sectionalized cover plates (color: Ivory). Provide blank covers at all empty boxes or outlets.
5. Manufacturers: Acceptable manufacturers for plates, receptacles and switches shall be those regularly engaged in the manufacture of similar items with a history of successful production acceptable to the Owner.

## I. WIRE AND CABLE

1. Wire and cable shall be new and when applicable delivered to the site in original cartons of complete coils and reels.
2. Wire shall be suitably protected against weather, moisture or physical damage during storage and handling and shall be in good condition when installed.

## J. INSULATION

1. 600 volt Minimum;
2. Type THHN (90 deg. C) cables for branch and motor wiring in room areas subject to excessive heat. Load current rating and over current protection for these conductors shall not exceed 15 amps for 14 AWG, 20 amps for 12 AWG and 30 amps for 10 AWG copper;
3. THNN for general branch wiring in sizes #10 AWG and smaller;
4. THWN (75 deg. C) type for wet locations.

Color Coding: Insulation shall be color coded and consistent with existing wiring. System grounded conductors (Neutrals) shall be white or gray. Grounding conductors shall be green insulated or bare.

Contractor shall advise Owner of encounters where conductors are not consistently color-coded.

## K. LIGHTING FIXTURES

1. All new and/or replacement lighting fixtures furnished by the Contractor shall be complete with all required accessories and shall be completely wired and assembled.
2. When selecting replacement lighting fixtures consideration shall be made to the following performance requirements as applicable and required by the City of Milwaukee, Architect/Engineer and or Maintenance person in charge:
  - a.) Energy Efficiency;
  - b.) Maintenance Factors;
  - c.) Ballast performance shall equal or exceed 95% of lamp output;
  - d.) Luminaire ambient temperature
3. Various types and size lighting fixtures will be required but all such fixtures shall bear the following identifications: UL
4. Manufacturers: Acceptable manufacturers for light fixtures shall be those regularly engaged in the manufacture of similar items with a history of successful production acceptable to the Owner.

## L. EXECUTION

1. General
  - a. The Contractor shall take all appropriate steps necessary to minimize inconveniences to the Owner and tenants.

- b. The Contractor shall work with the Owner to cultivate and maintain good tenant relations.
- c. Each dwelling shall be protected from weather at the end of each workday
- d. Contractor must be able to provide his/her own on-site power generator

## 2. Inspection

Examine areas and conditions under which the work will be installed. Correct conditions detrimental to the proper and timely completion of the work. Advise Owner of unsatisfactory conditions and correct those conditions before proceeding with the work unless advised differently by the Owner.

## 3. Preparation

Coordination: Coordinate installation of electrical work with the Owner, tenants, and any other work that may be in progress in the assigned area. Coordinate schedules to avoid delays in work.

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

## 4. Property Protection

- a. The Contractor shall take all precautions to ensure the protection of Owner and tenant property.
- b. When applicable, use polyethylene or cloth dust covers to protect tenant furniture and valuables. Construct dust walls or barriers to protect adjacent areas from dust or dirt migration.
- c. 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.
- d. Provide necessary weather protection for buildings when such work assignments require exposure of the building to weather conditions.

## 5. Installations

- a. The Contractor shall strictly adhere to applicable NEC and other standards and codes when performing electrical work of any kind. For example, per NEC 370-10:
  - 1.) In walls and ceilings of concrete, tile, or other noncombustible material, boxes and fittings shall be so installed that the front edge of the box or fitting will not sit back to the finished surface more than ¼ inch;
  - 2.) In walls and ceilings constructed of wood or other combustible material, outlet boxes and fittings shall be flush with the finished surface or project there from.

## M. INSPECTION

1. Testing: Upon completion of assigned electrical work, test all parts of the electrical system in the presence of the Owner. Demonstrate that all equipment furnished, installed and/or connected functions in the required manner.
  2. When assigned electrical work is completed, promptly notify the Owner and arrange for inspection of completed electrical work for acceptance.
  3. 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
- N. CLEAN UP - Clean up area removing all electrical work debris, equipment and unused materials to the satisfaction of the Owner. 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





**CITY OF MILWAUKEE**  
**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 or Request for Proposal (RFP) 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.

*Continue to the next page to complete Sections II & III*

**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: \_\_\_\_\_

**IMPORTANT:**

**PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO THE DEPARTMENT/AGENCY THAT HAS ISSUED THE SOLICITATION (BID OR RFP)**