

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. 58048

Sealed bids for the work, material, labor, and services hereinafter described will be **RECEIVED VIA E-MAIL** at the following e-mail address: DCDPurchasing@milwaukee.gov, no later than February 21, 2025, at 11:00 A.M.

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 58048, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

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

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

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

Bids received after the date and the time above specified will not be opened and read and will be deemed rejected.

NOTE: Also read the General Official Notice to Contractors, General and Detailed Specifications, Special Provisions, and Special Conditions when applicable pertaining to this bid.

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

DETAILS OF SPECIFICATIONS: dated January 21, 2025

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

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

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

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

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

Liquidated damages: See Specifications.

Time of contract: Contract to be executed as soon as possible after the award of contract, but no later than March 28, 2025. Term of the contract will expire 3 years after the effective date of the contract. Furnace Services will be on an as needed, as requested, project by project basis.

DETAILED SPECIFICATIONS: January 21, 2025

NOTE: BIDS ARE BEING OPENED REMOTELY AT THIS TIME. PLEASE E-MAIL CELESTE JANTZ AT cejantz@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 Celeste Jantz with any questions regarding this bid: cejantz@milwaukee.gov. The deadline for questions is **February 12, 2025, 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 **February 14, 2025**, 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 addenda, if any, for this Invitation for Bid by signing the addendum and submitting the signed addendum with your bid. **Bids submitted without all signed addenda may be considered non-responsive.**

BID SUBMITTAL CHECKLIST

All Bids MUST BE SUBMITTED BY E-MAIL to:

DCDPurchasing@milwaukee.gov

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

- Invitation to Bid Form with Bidder's unit prices and Base Bid Total Sum
- Signature Page

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

- Socially-Responsible Contractors paperwork (if applicable)
- Local Business Enterprise paperwork (if applicable)

FOR: **Furnace Maintenance Services**
City of Milwaukee Habitable and
Improved Neighborhood properties
Milwaukee, WI

ALL BIDS MUST BE TYPED OR PRINTED

For furnishing all labor, equipment and materials to perform the necessary and required services for Furnace 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 Total Sum= (unit price 1 x 300) + (unit price 2 x 50) + (unit price 3 x 20) + (unit price 4 x 30) + (unit price 5 x 5)

(Bid in figures) \$ _____

(Bid in words) \$ _____

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 # 1:

State the straight time hourly rate in accordance with the bid documents and specifications herein.

(Bid in figures) \$ _____ per hour

(Bid in words) \$ _____ per hour

UNIT PRICE # 2:

State the overtime hourly rate in accordance with the bid documents and specifications herein.

(Bid in figures) \$ _____ per hour

(Bid in words) \$ _____ per hour

(Continued on the next page

Unit Price # 3:

State the Weekend and Holiday hourly rate in accordance with the bid documents and specifications herein.

(Bid in figures) \$ _____ per hour

(Bid in words) \$ _____ per hour

Unit Price # 4:

State the cost for installing a new furnace, new basic thermostat and new filter, in accordance with the bid documents and specifications herein (this is labor only, not including the cost of the furnace).

(Bid in figures) \$ _____ Lump Sum

(Bid in words) \$ _____ Lump Sum

Unit Price # 5:

State the cost for installing a new boiler, new basic thermostat and an expansion tank in accordance with the bid documents and specifications herein (this is labor only, not including the cost of the boiler).

(Bid in figures) \$ _____ Lump Sum

(Bid in words) \$ _____ Lump Sum

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

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

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

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

ACKNOWLEDGEMENTS PAGE

Official Notice No. 58048

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 0 %

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

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

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

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

SIGNATURE PAGE

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

Rev. 2/2012

Official Notice No. 58048

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 _____

NOTICE TO CONTRACTORS

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

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

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

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



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

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

Company Name:
Address:
City: State: Zip:

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

Please check one:

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

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

[Empty box for findings]

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

Authorized Signature:
Printed Name: Date:

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

Notary Public Signature

Printed Name

My commission expires:

(SEAL)

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

procurement.services@milwaukee.gov



Department of Administration – Purchasing
Division -
Terms and Conditions

Provisions of the Department of Administration – Purchasing Division’s “City of Milwaukee 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.

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

Specifications

**Department of City Development
Official Notice #58048**

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

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information, or to request this service, contact Scott Stange, Phone: (414) 286-5727, E-Mail: sstang@milwaukee.gov

I. INSTRUCTIONS TO BIDDERS

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

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

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

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: mark-up on materials, 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: Submit a **straight time** hourly rate for furnishing all labor and equipment to perform the necessary and required services for Furnace 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 Furnace 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 Furnace 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.

Unit Price No. 4: Submit the lump sum cost for furnishing all labor and equipment necessary and required to **install a new furnace, new basic thermostat and a new furnace filter**, in accordance with the bid documents and specifications herein. This is for the cost of the labor only, it DOES NOT INCLUDE THE COST OF THE FURNACE. NEW FURNACES WILL BE BILLED AT COST PER SECTION I. (E): REIMBURSEMENT FOR MATERIALS

Unit Price No. 5: Submit the lump sum cost for furnishing all labor and equipment necessary and required to **install a new boiler, new basic thermostat and an expansion tank**, in accordance with the bid documents and specifications herein. This is for the cost of the labor only, it DOES NOT INCLUDE THE COST OF THE BOILER. NEW BOILERS WILL BE BILLED AT COST PER SECTION I. (E): REIMBURSEMENT FOR MATERIALS

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):

$$\text{Base Bid Total Sum} = (\text{unit price 1} \times 300) + (\text{unit price 2} \times 50) + (\text{unit price 3} \times 20) + (\text{unit price 4} \times 30) + (\text{unit price 5} \times 5)$$

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

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

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

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

Formula Example:	↓			
Unit Price No. 1	\$80.00, per hour (example)	times 300 =		\$24,000.00
Unit Price No. 2	\$90.00, per hour (example)	times 50 =		\$ 4,500.00
Unit Price No. 3	\$100.00, per hour (example)	times 20 =		\$ 2,000.00
Unit Price No. 4	\$500 per install (example)	times 30 =		\$15,000.00
Unit Price No. 5	\$500 per install (example)	times 5 =		\$ 2,500.00

This calculated amount would be your **BASE BID TOTAL SUM** → \$48,000.00

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

- Invitation to Bid Form with Bidder's unit price and Base Bid Total Sum
- Signature Page

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

- Socially-Responsible Contractors paperwork (if applicable)
- Local Business Enterprise 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 included with 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. Copies of receipts for parts and materials including—but not limited to—furnaces/boilers, thermostats, and filters are required. The contractor is required to provide documentation of the per unit purchase price even if materials are bought in bulk. Parts and materials costs will not be reimbursed until receipts are provided.

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 Furnace 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.

This contract will represent one of two contracts for Furnace Maintenance for DCD. Furnace Maintenance work will be distributed between the two contractors in a way that best meets the needs of the City

Please note: **No subcontracting will be allowed under the performance of this contract.**

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

I. CONTRACT TERM: Contract is scheduled to begin March 28, 2025. The term of the contract will expire 3 years after the effective date of the contract. Furnace Services and Property Maintenance Services will be on an as needed, as requested, project by project basis.

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

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

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

L. **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.

Upon request, Contractor may be required to provide a temporary source of heating during the time period it takes the Contractor to complete the repairs or installation.

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.

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

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

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

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

Q. **EXAMINE DOCUMENTS:**

1. Before submitting a bid proposal, bidders should carefully examine the contract manual; fully inform themselves as to all existing conditions and limitations, including those of labor; and shall include in the bid proposal a sum sufficient to cover the cost of all items contemplated by the contract documents.
2. Each sub-bidder further represents that he is familiar with the scope of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to this work.
3. Additional charges will not be as considered for work which, prior to bidding, could reasonably be inferred as appropriate by examination of the contract documents, and closely reviewing the work as indicated above.

R. BID PREFERENCES

1. Local Business Enterprise: Bids that are issued on or after August 10, 2009, include a Local Business Enterprise (LBE) bid incentive in accordance with Chapter 365 of the Milwaukee code of ordinances. Please note that the LBE criteria has been revised, effective December 18, 2009, information regarding the LBE incentive and revised criteria can be found by accessing the city's web site: <http://www.milwaukee.gov>, click the departments link, click the Procurement Services (purchasing) link under Business and Development category, click the Important Information link (see also attached forms).

If a Local Business Enterprise (LBE) is a responsive and responsible bidder, the LBE 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.

It is your responsibility as a bidder to familiarize yourself with this ordinance prior to submitting your bid. Local Business Enterprise means a business which satisfies all of the following criteria:

a. Owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish compliance as a Local Business Enterprise. A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee. Leased property shall not suffice to establish compliance as a local business enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.

b. Has owned or leased real property and has been doing business within the geographical boundaries of the City of Milwaukee for at least one year.

c. Is not delinquent in the payment of any local taxes, charges or fees, or has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement

2. 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.

3. Any bidder proposing to supply goods and/or services under SRC, and who demonstrates entitlement to the preference provided by that ordinance, shall not also receive the benefit of the bid award provided under the Local Business Enterprise (LBE) program. A bidder may apply for both preferences, but will first be considered for entitlement to the preference provided under LBE. Should a bidder seek to qualify for both bid preferences (LBE and SRC) and in a situation where

multiple bidders are seeking to qualify for various different bid preferences, precedence shall be given to the bidder seeking to qualify for a bid incentive in the following descending order: 1. LBE bid incentive 2. SRC bid incentive

S. 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

T. 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.

U. 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

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

W. BID ADDENDUM: Any changes made as a result of a written request will be issued via a bid addendum, and, if necessary, an extension will be made to the bid closing date. Any addenda will be posted to the DCD website <https://city.milwaukee.gov/DCD/Projects/RFPs>. Bidders are responsible for checking this website for any future addenda, etc., prior to the bid closing date. All addenda should be signed and returned by the bid closing date and time. Bidders who do not return the addenda may have their bid rejected. Electronic signatures are acceptable. If you are unable to access the internet, contact the Scott Stange, Phone: (414) 286-5727, E-Mail: sstang@milwaukee.gov to obtain a hard copy.

X. 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

Y. PRICE

1. Omitted. If price is omitted, it is agreed that Contractor's price will be the lowest prevailing market price as determined by the City Purchasing Director and as supported by evidence.

2. Increases. Subject to the conditions of this subsection, if, through no fault of Contractor, limited supplies or general inflation result in increased prices incurred by Contractor for the goods, supplies, materials, or equipment purchased pursuant to this Contract (collectively the "Goods") after the first calendar year beginning on the Effective Date of the Contract and every anniversary of the Effective Date thereafter ("Year") of this Contract, Contractor shall be entitled to request an increase in the price paid by City moving forward. The request must be made to

City at least sixty (60) days in advance of the requested effective date of the increase and must be approved by City prior to the increase taking place. Contractor shall only be allowed to request an increase once during every Year regardless of whether such increase is ultimately approved by City. Any individual increase will be the lesser of (1) the actual increase in the cost of goods over the past twelve months, or (2) fifteen percent (15%) of the original contracted price of goods during the first Year of this Contract. The increase shall be contingent on City appropriating sufficient funds to pay the increased price. Contractor must provide evidence of the price increase to DCD sufficient to demonstrate that, in the DCD's sole discretion, the increase in cost to City is justified by the evidence prior to any increase being approved by City. This clause shall not apply to any "discount from list" agreements. Denial of any request to increase the price does not constitute grounds to terminate this Contract.

3. Decreases. Contractor shall notify City of any decrease in the price Contractor pays for the Goods within 30 days of such decrease and shall immediately decrease the price paid by City for the Goods on any future Invoices. The decrease in price to City shall equal the decrease in the cost Contractor incurs in purchasing the Goods. Contractor shall provide evidence of the current cost of the Goods to City within 30 days of any request for the same.

4. Surcharges. Fuel and/or shipping surcharges are not allowed and will not be paid by the City. If there is a freight increase prior to delivery of the product, the additional increase will be at the expense of Contractor.

II. GENERAL REQUIREMENTS

A. INSURANCE

1. General Requirements

A certificate of insurance acceptable to City evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided prior to the 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

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. **Specifically, Contractor must pull permits for the installation of a new furnace or boiler AND list the Department of City Development on the permit.**
5. Contractor shall have the following credentials to perform this work. Contractors submitting a bid without already having these licenses will be rejected as being non-responsive:

Certified with the State of Wisconsin in Heating, Ventilating and Air Conditioning for Operations and Maintenance.

Possess a Home Improvement Contractor's License from the City of Milwaukee.

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 (DNS)/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. All permits pulled for the installation of new furnaces and/or boilers, must be inspected and the work approved by DNS. After the inspection by DNS, if the work is deemed defective or otherwise unsatisfactory, Contractor must correct the work within 48 hours of notification. After such corrective work is complete, Contractor must arrange for a follow up DNS inspection. Where the Contractor has failed to correct the defective or otherwise unsatisfactory work either because the allotted time for correction has passed or a second inspection reveals that the work remains incomplete, DCD may 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.

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. LEFT INTENTIONALLY BLANK

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 \$13.71 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, 2024, and each March 1 thereafter, the minimum hourly wage shall be adjusted to the amount required to produce, for 2080 hours worked, an annual income equal to the average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor shall be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage.

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

I. INVOICING:

1. Payments for work performed will be made upon submission of an itemized invoice. All work will be inspected and approved before payment will be made. The invoice must include, but not be limited to the following:

- a. Purchase Order or Contract Number.
- b. List unit costs referenced in this bid that were required for the work order.
- c. A summary of work performed, with the address of the property.

d. Copies of receipts for parts and materials including—but not limited to—furnaces/boilers, thermostats, and filters are required. The contractor is required to provide documentation of the per unit purchase price even if materials are bought in bulk. Parts and materials costs will not be reimbursed until receipts are provided.

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 insurance, etc.), paper work for requirements are not up to date, and/or all required documents/information referenced in I. (1) above are not included with the invoice (i.e. permit numbers, permits being inspected/cleared, itemized receipts for materials, etc.).

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 individual's 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. This section is intentionally left blank.

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. Contractor bidding on this work shall have a thorough knowledge of the tools, equipment, materials, methods and practices used in furnace installation and furnace maintenance to perform any and all necessary services for the Department of City Development (DCD).
2. The Contractor must be qualified in this field and any person or persons assigned to work must be qualified to complete work with competence and reliability.
3. The Contractor shall take all appropriate steps necessary to minimize inconveniences to the neighbors of the property.
4. The Contractor shall work with the Owner to cultivate and maintain good neighbor relations.

B. Scope

1. Provide furnace maintenance services as a full-service company handling any and all furnace repairs in house as requested by DCD for non- routine and scheduled work and non-scheduled emergency work. The furnace maintenance services work shall include the following:
 - a. Furnace system repairs
 - b. Furnace system install
 - 1) Install of new furnace would be of same efficiency type of the old furnace. Install of new furnace to also include a new basic thermostat and new furnace filter
 - 2). All new furnaces must have a minimum Manufacturer's warranty of 1-year for parts and labor and a Contractor Warranty for 5-years for parts (if a part fails on a newly installed furnace, contractor shall come and replace the part and charge only labor).
 - c. Boiler System repairs
 - d. Boiler System install
 - 1) Install of new boiler would be like-for-like of the old boiler. **Contractor must notify DCD staff prior to the replacement of any radiators, as DCD may require the replacement be a used radiator.** Install of new boiler to also include a new basic thermostat and an expansion tank.

2). All new boilers must have a minimum Manufacturer's warranty of 1-year for parts and labor and a Contractor Warranty for 5-years for parts (if a part fails on a newly installed boiler, contractor shall come and replace the part and charge only labor).

e. Furnace Filters – Install new furnace filter in the appropriate size for the unit.

2. Submittals – Furnace repair contractor shall be responsible for submitting the following to DCD for any and all work and materials furnished as part of the contract.

a. Permits - Contractor shall submit copy of all and any permits required and obtained from proper authorities having jurisdiction.

b. Warranty – Contractor shall submit furnace/boiler manufacturer warranty info as noted above

C. Execution

1. General Guidelines

a. The contractor shall take all steps necessary to protect all property and persons from any damage or injury resulting from this work.

b. The area where the work is to be done is used by children and other persons. The Contractor shall exercise care during the course of the work for the protection of persons and property.

c. Provide, erect and maintain all fences, planking, bracing, lights, barricades, warning signs and guards necessary for the protection of human life and adjacent property.

d. Due care and diligence shall be exercised in all cutting, and demolition operations which might affect materials that are to remain. The Contractor shall bear responsibility for and cost of all damage arising from all operations connected with this work. Further, Contractor shall take necessary steps to protect the residents' property, adjacent to the work area, from being damaged.

e. The Contractor shall at all times conduct his operation in a manner to exclude dust and elements from the other parts of the building.

f. The Contractor shall take all steps necessary to reduce or eliminate hazard from lead and asbestos materials.

g. The Contractor shall take all steps necessary to minimize the inconvenience to the residents and shall complete the work in each dwelling unit and no dwelling unit shall be left without proper weather protection at the end of the work day. The Contractor shall conduct the operation with the utmost discretion and cooperation with DCD in the maintenance of a satisfactory resident relationship.

h. The Contractor shall provide and maintain protection in the area of the work required to prevent the intrusion of water into the building during the work.

i. The Contractor shall secure all equipment at the end of each working day to ensure against tampering by unauthorized persons.

- j. The Contractor shall remove all protection when work is complete and when authorized to do so by DCD.
2. Furnace and Boiler Repairs includes but is not limited to the following:
- a. Internal/external controls
 - b. Connections
 - c. Thermostats
 - d. Duct work
 - e. Venting (i.e. return and supply)
 - f. Electrical fixtures
 - g. Gas piping systems.
 - h. Radiators
3. Furnace system install to include, but limited to the following:
- a. Connection to gas
 - b. Connection to Electricity
 - c. Connection to existing return and supply
 - d. New thermostat and furnace filter
 - e. New furnace install must be elevated 6-8 inches off the floor. If unable to elevate to 6-8 inches of the floor due to ductwork, etc., Contractor must contact DCD representative prior to installation.
 - f. If additional work needs to be provided during the installation of the furnace (such as duct work) Contractor must contact DCD representative.
 - g. Replacement Gas Furnace Check List form (see attached) for new Furnaces
4. Boiler system install to include, but limited to the following:
- a. Connection to gas
 - b. Connection to Electricity
 - c. Connection to existing return and supply
 - d. New thermostat
 - e. New boiler must include a new expansion tank, Contractor must contact DCD representative prior to installation.

f. If additional work needs to be provided during the installation of the furnace (such as duct work) Contractor must contact DCD representative.

5. Diagnostic Testing Equipment – Contractor must have the following diagnostic testing equipment available for testing equipment for performance of the furnace systems:

- a. Combustion Analyzer
- b. CO2 Analyzer
- c. Draft Gauge or Manometer
- d. Gas leak detector

D. Equipment, Tools, Materials and Labor

1. This trade's person assigned will provide his/her own hand and power tools required to accomplish the routine work assignments.
2. The Contractor shall furnish all materials and equipment. Any deviation from this procedure shall be in writing and signed by appropriate representatives of DCD. Said individual being the person assigned as Supervisor of the project and responsible for its completion.
3. Materials supplied by Contractor: The Contractor shall furnish all materials and parts at the time of work being performed, including but not limited to furnaces, boilers, thermostats, furnace filters and boiler expansion tanks. All Parts and material supplied by Contractor shall meet HVAC industry standards and State, County and City codes.
4. Contractor is responsible for obtaining all permits and licenses. Specifically, Contractor must pull permits for the installation of a new furnace or boiler.

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

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

G. Safety

1. Contractor must take precaution in the storage and use of any hazardous materials including, but not limit to oily rags, gasoline, oil and paint. Storage of these materials shall be in conformance with OSHA standards.
2. Contractor must comply with posted safety rules including, but not limited to OSHA, fire safety regulations, local and state codes, and any other prevailing regulations.
3. Contractor shall wear proper eye protection when and where required.

H. Demolition and Debris Removal - The Contractor shall be responsible for removing all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work.

I. Inspection

1. The Contractor shall begin work upon written service request e-mailed to Contractor.
2. DCD will inspect and determine acceptability of all finished work and/or services. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas within 48 hours without any additional cost to the DCD.

J. Property Protection

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

Replacement Gas Furnace Check List

Customer _____ **Contractor** _____
Telephone _____ **Brand/Model #** _____
Date Installed _____ **Serial #** _____
WisWap BID# _____ **or** **WHEAP Agency** _____

Inspection/Adjustments

PMI=per manufacturer's instructions

(✓ box, enter test results or enter requested number as item is inspected or completed. Indicate "N/A" if not applicable.)

- Propane Natural gas
 - Photos documenting furnace conditions and manufacturer nameplate were taken and provided to Agency
 - Installation information sticker (installer name, phone number, date)
 - Warranty and manual in envelope attached to the furnace cabinet
- Size calculated for the new furnace Btus Input _____ Measured Input (Clock meter) _____
 Agency given a copy of sizing calculation.
- Gas Pressure (Inches of water column (WC)): Input _____ Manifold _____
- Electrical** Working Safety Switch on/in reach of furnace
 Dedicated Circuit and fuse or circuit breaker properly rated
 Set heat anticipator (thermostat) PMI Not applicable
 Furnace elevated off basement floor. Note: Furnace not in basement, can be on floor.
- Gas Piping** Sized for BTUs All Appliances No Leaks Shut Off Present
 CSST Bonded Sediment Trap Present
 Condensate properly drained per local code and PMI
 Combustion air pipe properly installed, terminated, and supported (PMI) Sealed test hole
 Exhaust piping properly installed, terminated and supported (PMI) Sealed test hole
- Air Filter:** Opening Covered/Sealed
 Filter easily removed with no obstructions
 Filter(s) installed and replacements provided _____ (total #) Size _____
- Distribution plenums sealed; all major duct leaks properly sealed per specs
 - Orphaned water heater has proper draft

Performance Testing

(Enter test result. Indicate "N/A" if installation is space heater.)

Steady State Efficiency Test

Adjust to achieve combustion standards

SSE %	O ₂ %	CO ppm	Combustion		PMI AFUE %
			Air F°	Flue F°	

Distribution Static Pressure

Measured in supply and return plenums: PMI

Return Pressure	Supply Pressure	Total Pressure	PMI Max.TESP

IWC
 Pa

Temperature Rise

Total Rise			PMI	
Supply °F	Return °F	(Supply - Return)	Min	Max

Air Flow Rate Testing Procedure

- Plate Method
- Fan Tables
- Other _____

Air Flow
CFM

I certify that the visual inspection and the performance tests were completed as indicated.	I certify that the heating system was installed to my satisfaction on the date indicated.
_____ Installer's Signature	_____ Date
_____ Customer's Signature	_____ Date
_____ Name (Print legibly)	_____ Name (Print legibly)



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)**



DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

Revised July 29, 2022

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
AFFIDAVIT OF COMPLIANCE**

IMPORTANT: This form must be submitted with your bid or proposal to be considered for LBE status.

Bid/RFP #: _____

Company Name: _____

Address: _____

City, State, Zip _____

This signed and notarized affidavit of compliance will be the contractor's sworn statement that the business satisfies all of the following criteria:

1. Operates a business, or owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
2. A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not operate another business, or own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
3. Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
4. Has been doing business in the City of Milwaukee for at least one (1) year.
5. The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
6. The business will perform at least 10% of the monetary value of the work required under the contract.

**IMPORTANT: Is your business certified as a Small Business Enterprise (SBE) with the City of Milwaukee?
Please Select: ___ Yes or ___ No**

NOTE: If you are the primary owner of more than one business location and the other business location(s) is not located within the geographical boundaries of the City of Milwaukee, the business you are seeking to qualify as a Local Business Enterprise must serve as the primary functionally operational entity that is capable of providing the required services, commodities, or supplies for the purposes of this Bid/RFP. If you own more than one business, please list the name of the business(es) and their addresses on the "Business Property Location" form.

SITE VISITS: Please note the contractor agrees to allow the City to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City's bidding process.

I hereby declare compliance with the City of Milwaukee Code of Ordinances Chapter 365.

Authorized Signature: _____

Printed Name: _____

Date: _____

**PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL
AS INSTRUCTED IN THE SOLICITATION.**



DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

Revised: July 29, 2022

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
BUSINESS PROPERTY LOCATION FORM**

Important Note: This form must be submitted with your bid or proposal to be considered for LBE status.

Bid / RFP # _____

Property Location 1

Name:	
Address:	
City, State, Zip	
Total Square Feet	

Property Location 2

Name:	
Address:	
City, State, Zip	
Total Square Feet	

Property Location 3

Name:	
Address:	
City, State, Zip	
Total Square Feet	

Property Location 4

Name:	
Address:	
City, State, Zip	
Total Square Feet	

**PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION
AS INSTRUCTED IN THE SOLICITATION.**