

OFFICIAL NOTICE

PUBLISHED BY THE DEPARTMENT OF NEIGHBORHOOD
SERVICES OF THE CITY OF MILWAUKEE

INVITATION FOR BIDS
FOR
**PERMANENT SEALING OF SEWER AND WATER SERVICE
DURING DEMOLITION OF RESIDENTIAL STRUCTURES**

THE COMMISSIONER OF THE DEPARTMENT OF NEIGHBORHOOD SERVICES OF THE CITY OF MILWAUKEE ("Commissioner"), Milwaukee, Wisconsin, acting pursuant to Sec. 7-22-3, Milwaukee City Charter, will receive sealed bids for furnishing all labor and materials and performing all work necessary for and incidental to the **PERMANENT SEALING OF SEWER AND WATER SERVICE DURING DEMOLITION OF RESIDENTIAL STRUCTURES** in the city of Milwaukee, Wisconsin, until **9:00 a.m. (central time) on Friday, January 5, 2024**. **Bids must be dropped off in the secure drop box labeled Demo Bids & Decon RFPs outside of Room 105 at 841 North Broadway. Any bids deposited in the wrong location or received after that time may be rejected and returned unopened. Bids will be opened and read on Monday, January 8, 2024. The bid opening will be made public by internet video conference only. Bidders wishing to observe the opening must provide their preferred email contact information legibly written or printed on the envelope of their sealed bid. Login and connection information will be emailed to participants. Others wishing to observe the bid opening may submit an email to ckraco@milwaukee.gov with "bid opening 01082024" in the subject line to receive login and connection information.**

1. Bids shall be awarded to lowest, qualified, responsive, and responsible bidder.
2. All bids shall be held open for a period of sixty (60) days subsequent to the opening of bids and no bid may be withdrawn without the written consent of the Commissioner. **IN THE EVENT THE COMMISSIONER, DURING THE SIXTY DAYS FOLLOWING BID OPENING, TAKES NO ACTION RELATIVE TO THE BID OR BIDS RECEIVED, THEN THE BID OR BIDS SHALL BECOME NULL AND VOID WITHOUT RECOURSE OF ANY KIND BY EITHER THE BIDDER OR COMMISSIONER, ACTING ON BEHALF OF THE CITY.**

As part of the bid, each bidder shall submit a full and complete list of all the proposed subcontractors (if any) and the class of work to be performed by each, which list shall not be altered without the written consent of the Commissioner.

The Commissioner reserves the right to reject any and all bids at any time, if it is in the best interests of the City, and to waive any informalities in bidding.

Attention is called to the fact that: (a) the successful bidder will not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these categories as provided by Section 109-9 of the Milwaukee Code of Ordinances. This provision must be included in all subcontracts. (b) Contractor agrees that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. (c) both parties understand that the City is bound by the Wisconsin Public Records Law, and as such all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

Successful bidder will be required to complete an Affidavit of Compliance/Disclosure of Participation in or Profits Derived from Slavery by Contractors before contract can be executed, if the company was established in or before 1865.

Small Business Enterprise (SBE) requirement for this project is 25% of the contract base bid.

For a complete listing of City of Milwaukee certified SBE firms please contact the Office of Equity and Inclusion (formerly the Office Small Business Development) at 414-286-5553. More information can be found at <https://city.milwaukee.gov/Equity-and-Inclusion>

Payment Monitoring Requirements: All Contractors awarded a contract valued at \$25,000 or more with SBE participation requirements shall participate in training on and report regular payments in the City of Milwaukee's Compliance Reporting and Certification System (CRCS). Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to provide timely monthly payment information in the City's CRCS at <https://milwaukee.diversitycompliance.com/>. Please contact the Office of Equity and Inclusion at 414.286.5553 or OEI@milwaukee.gov if you have any questions regarding the training and reporting process.

This bid includes a Local Business (LBE) incentive in accordance with Chapter 365 Milwaukee Code of Ordinances. IT IS YOUR RESPONSIBILITY AS A BIDDER TO FAMILIARIZE YOURSELF WITH THIS ORDINANCE PRIOR TO SUBMITTING YOUR BID.



This bid includes Socially-Responsible Contractors (SRC) incentive in accordance with Chapter 310 Milwaukee Code of Ordinances. More information can be found at <https://city.milwaukee.gov/Purchasing/Programs/Socially-Responsible-Contractors-SRC-Program>.

COPIES OF THE CONTRACT DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT https://city.milwaukee.gov/DNS/Inspections_Sections/Condemnation/Demobids

PRINTED COPIES MAY BE PURCHASED IN PERSON AT THE DEPARTMENT OF NEIGHBORHOOD SERVICES AT THE ADDRESS SHOWN BELOW. THE COST IS \$.20 PER PAGE.

Anyone who requires an auxiliary aid or service for this event should contact the City of Milwaukee ADA Coordinator @ (414) 286-3475 or ADACoordinator@milwaukee.gov as soon as possible but no later than 72 hours before the scheduled event.

This material is available in alternative formats for individuals with disabilities upon request. Please contact the City of Milwaukee ADA Coordinator @ (414) 286-3475 or ADACoordinator@milwaukee.gov. Provide a 72 hour advance notice for large print and 7 days for braille documents.

 Braille	Alternative formats are available upon request for individuals with disabilities.
 Large Print	Contact the City of Milwaukee ADA Coordinator at (414) 286-3475 or ADACoordinator@milwaukee.gov .

DEPARTMENT OF NEIGHBORHOOD SERVICES
OF THE CITY OF MILWAUKEE
841 NORTH BROADWAY RM 105
MILWAUKEE WI 53202-3650

December 20, 2023

December 21, 2023

BID DOCUMENTS

**PERMANENT SEALING OF SEWER AND WATER SERVICE
DURING DEMOLITION OF RESIDENTIAL STRUCTURES**

OPENING MONDAY, JANUARY 8, 2024

Milwaukee, Wisconsin

DEPARTMENT OF NEIGHBORHOOD SERVICES

CITY OF MILWAUKEE

Room 105

841 North Broadway

Milwaukee, Wisconsin 53202-3650

**WHEN SUBMITTING A BID FOR THIS PROJECT,
PLEASE USE FORMS INCLUDED IN THIS PACKET.**

DEPARTMENT OF NEIGHBORHOOD SERVICES

FORMAL BIDS

The complete Bid Documents shall include three Bids for Permanent Sealing of Sewer and Water Services forms, one Noncollusion Affidavit of Prime Bidder, one Certificate as to Corporate Principal, a complete List of Subcontractors, a completed Form B (Compliance Plan for SBE participation) and the completed Cost of Services sheet.

Successful bidder will be required to submit a Performance and Payment Bond for an amount not less than 50 times the PER PARCEL SUM as provided on the BID FOR PERMANENT SEALING OF SEWER AND WATER SERVICES documents within fourteen (14) calendar days after the agreement is presented to him or her for signature.

Bidders seeking the Local Business Enterprise (LBE) preference shall prepare and submit with the bid an accurate affidavit certifying their LBE status. Failure to do so may result in an LBE forfeiting their rights to be considered for the program.

If any bidder has any questions as to the Bid Documents or Specifications, please contact this office by calling 414-286-2503.

DESCRIPTION OF WORK

The City of Milwaukee Department of Neighborhood Services contracts for the razing and removal of various types of buildings with private contractors each year. DNS also contracts with the Department of Public Works for the raze and removal of approximately 100 properties per year. During the process of razing and removal of these structures, it is required that the sewer and water services connected to these buildings be permanently sealed by a licensed master plumber through the permit process. In some cases, additional work of extending sewer and water services may be required. The Department of Neighborhood Services is seeking to contract with a firm capable of completing permanent sewer and water seals of up to 100 parcels per year. Successful bidder will be required to respond in a timely manner to requests from both Department of Public Works crews and private contractors working for the Department of Neighborhood Services. Plumbing Contractor is required to contact the Plumbing Inspector in a timely manner to arrange for inspections.

The successful bidders(s) will be awarded a 12-month contract. The contract may be extended for two additional 12-month periods at the option of the Department. If the contract should be renewed after its initial one-year term, the rate of payment shall be increased effective the first day on any such renewal term in the ratio that the Milwaukee Consumer Price Index has changed from the initial date of the contract or from the date of the last rate adjustment.

GENERAL REQUIREMENTS

A. Insurance

A. General Requirements

A certificate of insurance acceptable to City evidencing the insurance requirements is to be provided to the Commissioner. Certification shall state that the insurance policies issued to the Contractor meet the requirements as outlined below. All certificates are to be provided prior to final execution of this Contract. If the Contractor does not comply with this provision of the Contract, the City of Milwaukee has the authority to declare this Contract terminated.

The City, as an additional insured, shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract for any reason, including non-payment of premium. This should be accomplished through the addition of an endorsement to the policy/ies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

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

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.

If subcontractors are used, each must meet all of the requirements herein.

B. The minimum insurance requirements are as follows:

(1) Worker's Compensation and Employer's Liability

Worker's 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

.Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.

. Coverage shall be modified to include a Waiver of subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

(2) 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

. Coverage must be equivalent to ISO form CG0001 or better.

. The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.

. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

. The policy shall include independent contractors (owners/contractors protective) and contractual liability.

. Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

. Coverage shall apply to the risks associated with or arising out of the services provided under this contract, including but not limited to asbestos abatement, lead abatement and air, ground or water pollution.

(3) Auto Liability

Combined Single Limit	\$1,000,000 each accident
Uninsured/Underinsured Motorists	\$1,000,000 each accident
Medical Expense	\$ 5,000 each person

. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

. If the Contractor owns or leases any vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or leased vehicles then coverage must be for Hired and Non-Owned Autos (Symbols 8 and 9).

. Coverage shall include contractual liability for risks assumed in this contract.

(4)	Umbrella (Excess) Liability	\$5,000,000 per occurrence
	Umbrella (excess) Liability	\$5,000,000 aggregate

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

C. Worker's Compensation Insurance

The Contractor shall carry or require that there be carried Worker's Compensation insurance for all employees and those of any subcontractors engaged in work at the site, in accordance with State of Wisconsin Worker's Compensation Laws, Chapter 102, Stats.

D. Proof of Coverage

Before a contract will be awarded to it, the Contractor shall submit evidence of the insurance coverage required above to the Commissioner for review and approval. The policies shall be scheduled on approved forms, and approved as to form and execution by the City Attorney's Office. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the City Attorney, and shall be kept in force until the Contractor's work is accepted by the Commissioner. Contracts of insurance (covering all operations under this contract) which expire before the completion of all work to be performed under this contract shall be renewed and extended at least up through and including the date of such completion and evidence submitted to the Commissioner for approval

E. Additional Requirements

The Contractor's policies of insurance, except for Worker's Compensation, shall specifically name the City of Milwaukee as an additional insured.

The said insurance carrier shall be authorized to sell insurance in the State of Wisconsin and shall submit its agent's license with the certificate. Such certificate of insurance shall also have affixed thereto an affidavit setting forth that no officer, official or employee of the City has any interest, directly or indirectly, in any premium, commission or fee, or furnishing of such certificate of insurance.

Any insurance provision listed herein requiring a change in the types or amounts of coverages previously required of contractors shall become effective on the next policy renewal date for all existing policies in effect on the date the contract is entered into.

F. Indemnification

The Contractor shall indemnify, defend and hold harmless the City of Milwaukee, its officers, employees, and agents, against all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds, and private grounds, or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor or the Contractor's agents, employees, or workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work. Further, the Contractor shall indemnify and hold the city harmless for all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the execution of the work and from all costs, charges, and expenses incurred in defending such suits or actions and from and against all claims and liabilities for injury or damage to persons or property emanating from the acts, errors, omissions and negligence of the Contractor, including but not limited to defective or careless work methods.

B. SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS

COMPLIANCE PLAN PER CITY OF MILWAUKEE OFFICE OF EQUITY AND INCLUSION:

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

SBE certification must be valid prior to bid/RFP submission, therefore, it is imperative to confirm a firm's certification status prior to listing their information on the Form A. A list of certified firms is accessible on the OEI's website at:

<https://milwaukee.diversitycompliance.com>.

Questions regarding the certification should be directed to the OEI at oei@milwaukee.gov or 414-286-5553.

MONTHLY REPORTING: 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 City's Office of Equity and Inclusion (OEI) website: <https://milwaukee.diversitycompliance.com>. Both prime and subcontractors are required to report payment information in the CRCS.

C. CONFLICT OF INTEREST

By submitting a bid, the bidder agrees that neither the bidder nor any officer, partner, agent or employee of the bidder, shall have any affiliation with, or financial interest in, a company performing demolition services for the City or a company performing asbestos abatement activities or removal of hazardous materials in conjunction with demolition services for the City.

D. COLLUSIVE AGREEMENTS

Each contractor must execute and include with the bid an affidavit in the form provided to the effect that contractor has not colluded with any other person, firm or corporation in regard to any bid submitted.

E. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees to not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories, and Contractor also agrees to include a similar provision in all subcontracts. Contractor must agree that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. ss. 12101 et seq

F. PROMPT PAYMENT

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

G. PUBLIC RECORDS LAW

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

SELECTION CRITERIA

Bidders must be contractors in good standing at the time of bid opening and be capable of obtaining plumbing permits from the City of Milwaukee Department of Neighborhood Services.

A contract, if awarded, will be awarded to the lowest, most qualified, responsive and responsible bidder based on the response to **Costs of Services** to complete the required work within the time specified herein.

Before a firm will be awarded a contract, the firm must have supplied the City of Milwaukee Department of Neighborhood Services the firm's resume with business references and an outline of qualifications of the personnel who will be performing the work required and proof of insurance as outlines in this Request for Bids.

COST OF SERVICES

Cost to respond and perform with **24 hour*** notice:

Seal sewer and/or water supply to a residential single-family dwelling or duplex where excavation is performed by demolition contractor or others.

(USE THIS PRICE FOR PER PARCEL SUM ON BID DOCUMENTS)

\$ _____

Seal sewer and/or water supply to a residential single-family dwelling or duplex where you are required to perform the excavation.

\$ _____

Cost per foot to extend sewer to rear/adjacent building(s) as a result of discontinued shared use where excavation is performed by demolition contractor or others.

\$ _____

Cost per foot to extend water supply to rear or adjacent building(s) as a result of discontinued shared use where excavation is performed by demolition contractor or others.

\$ _____

***Please note:**

To manage costs and deliver uniform workflow, the City of Milwaukee depends on all work under this contract to be performed timely and efficiently. Bidders are noticed that failures to respond timely, failures to seal sewer and water and failures to provide for permit closure will result in liquidated damages of \$100.00 per day. Contractor will be notified by DNS Condemnation Staff that a violation has occurred. Liquidated damages will be subtracted from Contractor's invoices as a disputed amount. Contractor will have the right to challenge the dispute in writing to the Commissioner of Neighborhood Services.

**BID FOR PERMANENT SEALING
OF SEWER AND WATER SERVICES**

Department of Neighborhood Services
841 North Broadway
Milwaukee, Wisconsin

Gentlemen:

1. The undersigned, having familiarized _____ with the existing conditions on the Project Area affecting the cost of the work, and with the Contract Documents revised January, 1999, (which includes Invitation for Bids, Instruction to Bidders, the form of Bid, Form of Contract (or agreement), form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), and Form of Surety Bond or Bonds); hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for the permanent sealing of sewer and water services during demolition of up to 100 residential properties throughout the calendar year of 2024 located in the City of Milwaukee, for Bid opening January 8, 2024, all in accordance with the above-listed documents;

(a) for the **per parcel** sum of _____ Dollars
(\$_____).

2. In submitting this Bid, the Bidder understands that the right is reserved by the Commissioner of the Department of Neighborhood Services of the City of Milwaukee to reject any and all Bids as provided in sec. 2.8.2. of the Instructions To Bidders. If written notice of the acceptance of this Bid is mailed, faxed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within fourteen (14) calendar days after the agreement is presented to him or her for signature.

3. 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.

4. The Bidder is prepared to submit a financial and experience statement upon request.

Date _____, 20____.

OFFICIAL ADDRESS

By _____

TITLE _____

**BID FOR PERMANENT SEALING
OF SEWER AND WATER SERVICES**

Department of Neighborhood Services
841 North Broadway
Milwaukee, Wisconsin

Gentlemen:

1. The undersigned, having familiarized _____ with the existing conditions on the Project Area affecting the cost of the work, and with the Contract Documents revised January, 1999, (which includes Invitation for Bids, Instruction to Bidders, the form of Bid, Form of Contract (or agreement), form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), and Form of Surety Bond or Bonds); hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for the permanent sealing of sewer and water services during demolition of up to 100 residential properties throughout the calendar year of 2024 located in the City of Milwaukee, for Bid opening January 8, 2024, all in accordance with the above-listed documents;

(a) for the **per parcel** sum of _____ Dollars
(\$ _____).

2. In submitting this Bid, the Bidder understands that the right is reserved by the Commissioner of the Department of Neighborhood Services of the City of Milwaukee to reject any and all Bids as provided in sec. 2.8.2. of the Instructions To Bidders. If written notice of the acceptance of this Bid is mailed, faxed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within fourteen (14) calendar days after the agreement is presented to him or her for signature.

3. 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.

4. The Bidder is prepared to submit a financial and experience statement upon request.

Date _____, 20____.

OFFICIAL ADDRESS

By _____

TITLE _____

**BID FOR PERMANENT SEALING
OF SEWER AND WATER SERVICES**

Department of Neighborhood Services
841 North Broadway
Milwaukee, Wisconsin

Gentlemen:

1. The undersigned, having familiarized _____ with the existing conditions on the Project Area affecting the cost of the work, and with the Contract Documents revised January, 1999, (which includes Invitation for Bids, Instruction to Bidders, the form of Bid, Form of Contract (or agreement), form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), and Form of Surety Bond or Bonds); hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for the permanent sealing of sewer and water services during demolition of up to 100 residential properties throughout the calendar year of 2024 located in the City of Milwaukee, for Bid opening January 8, 2024, all in accordance with the above-listed documents;

(a) for the **per parcel** sum of _____ Dollars
(\$_____).

2. In submitting this Bid, the Bidder understands that the right is reserved by the Commissioner of the Department of Neighborhood Services of the City of Milwaukee to reject any and all Bids as provided in sec. 2.8.2. of the Instructions To Bidders. If written notice of the acceptance of this Bid is mailed, faxed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within fourteen (14) calendar days after the agreement is presented to him or her for signature.

3. 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.

4. The Bidder is prepared to submit a financial and experience statement upon request.

Date _____, 20____.

OFFICIAL ADDRESS

By _____

TITLE _____

3.2.0. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
)SS
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) S/he is _____, (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid.
- (2) S/he is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such bid is genuine and is not a collusive or sham bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has had or will have communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix the overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Department of Neighborhood Services of the City of Milwaukee or any person interested in the proposed Contract.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) Attached and following this affidavit is a full and complete list of all subcontractors and the class of work to be performed by each, which the Bidder proposes to use.

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

Title

Title
My commission expires:
Rev. 1/00

AFFIDAVIT OF SUBCONTRACTOR

State of _____)
)ss.
County of _____)

_____, being first duly sworn,
deposes and says that:

(1) S/He is _____ of
(owner, partner, officer, representative, or agent)

_____, herein referred to as the "Subcontractor";

(2) S/He is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to _____, the Contractor for certain work in connection with the Contract for Permanent Sealing of Sewer and Water Services, Project # _____ for the Department of Neighborhood Services of the City of Milwaukee, Wisconsin;

(3) Such Subcontractor's bid is genuine and is not a collusive or sham bid;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the prices in said Subcontractor's bid, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Department of Neighborhood Services of the City of Milwaukee or any person interested in the proposed Contract; and

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

(6) Per changes in State Statute 66.0903, effective July 1, 2011, prevailing wage rates DO NOT apply to work advertised or performed under these bid/contract documents.

(7) The Subcontractor also agrees to comply with the applicable regulations, amendments, or modifications of:

A. Equal Employment Opportunity Clause as stated elsewhere in this contract pursuant to Section 116 of the Housing Act of 1949, as amended and Executive Order Number 11246 of September 28, 1965, and 11375 of October 13, 1967.

B. Federal Labor Standards Provisions marked HUD-3200 as amended.

C. "So-Called Anti-Kickback Act and Regulations Promulgated Pursuant Thereto by the Secretary of Labor, United States Department of Labor."

(Signed) _____

Title

Subscribed and sworn to before me

this _____ day of _____, 20____.

Title

My commission expires: _____

3.7.0. CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ Secretary of the corporation
named as Principal in the within bond; that
_____, who signed the said bond on
behalf of the Principal was then _____
of said corporation; that I know his signature, and his signature thereto is genuine, and that said
bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of
its governing body.

_____ (Corporate)
Title _____ (Seal)

PERFORMANCE AND PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS, That we _____,

as PRINCIPAL, of

(Street and Number) (City) (State)

and _____,

of _____, as SURETY, are held and firmly bound

(Home Office)

unto the Department of Neighborhood Services of the City of Milwaukee, Milwaukee, Wisconsin, hereinafter called the "Building Inspector," in the penal sum

of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain contract, hereto attached with the Building Inspector, Dated _____, 20____.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Building Inspector with or without notice to the surety and during the life of any guaranty required under the contract and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said contract that may hereafter be made; and also, if the PRINCIPAL shall promptly pay all wages of laborers, workers, or mechanics to be employed by him for all work done or labor performed, or who may be employed by any subcontractor in the work called for by said contract and any and all modifications of said contract; and also, if the PRINCIPAL shall promptly pay all furnishers of material, supplied to himself, or by subcontractors, or furnished to subcontractors, and used in the construction, erection, alteration, or repairs of the work called for by said contract and any and all modifications or said contract; and also, if the PRINCIPAL shall pay or cause to be paid all sums due for materials or supplies furnished to said contractors, or any subcontractor, for use in machines used by the contractor, or any subcontractor in the construction, erection, alteration or repair of the work specified in the said contract and any and all modifications of said contract and also, if the PRINCIPAL shall fully secure, protect, and indemnify the said Building Inspector, its legal successors and representatives from all liability in the premises, including all costs of Court and attorney's fees, made necessary or arising from the failure, refusal or neglect of the aforesaid PRINCIPAL to comply with all of the obligations assumed by said PRINCIPAL or any subcontractors in the connection with the performance of said contract, and any and all such modifications of said contract; and also if the PRINCIPAL shall deliver all the work called for by said contract of the PRINCIPAL with the Building Inspector free from any and all claims, liens and expenses, and in accordance with the terms and provisions of said contract and any and all modifications of said contract; then this said bond shall become null and void, and otherwise it shall remain in full force and effect.

The undersigned SURETY does further hereby consent and yield to the jurisdiction of the state civil courts of the County of Milwaukee, of the State of Wisconsin, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the undersigned SURETY. The PRINCIPAL and SURETY severally and jointly agree that this bond, and the undertakings contained herein, are for the benefit of any and all subcontractors and other persons furnishing materials or labor to the contractor or for the performance of the PRINCIPAL of said contract with the Building Inspector, as originally executed by said PRINCIPAL and the Building Inspector or as thereafter modified, and that any such subcontractor or persons furnishing labor or materials may bring suit on this bond or any undertaking herein contained, in the name of the Building Inspector against the said PRINCIPAL and SURETY or either of them.

No modifications, omissions or additions, in or to the term of said contract, the plans or specifications, or the manner and mode of payment, shall in any manner affect the obligations of the undersigned SURETY in connection with the aforesaid contract. Notice to the SURETY of any and all modifications in said contract of the PRINCIPAL with the Building Inspector, and of any additions or omissions to or from said contract are hereby waived by the SURETY.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Attest:

(Principal)

(Business Address)
Affix corporate seal

By _____

Attest: Title _____

(Corporate Surety)

(Business Address)
Affix corporate seal

By _____

Title _____

The rate of premium on this bond is _____ Dollars per thousand.
The total amount of premium charged is _____ Dollars
(\$ _____).
(The above is to be filled in by SURETY)

(Power-of-attorney for person signing for surety company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am an officer of the corporation named as PRINCIPAL in the within bond; that _____ who signed the said bond on behalf of the PRINCIPAL was then _____ of said corporation; that I know his or her signature, and his or her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

Affix _____ corporate seal

performancebond

A F F I D A V I T

(With Performance and Payment Bond)

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

_____, being first duly
sworn, on oath deposes and says that he/she
is _____

(attorney-in-fact or agent)

of _____
(Bonding Company)

surety on the attached contract, executed

by _____

(Contractor)

Affiant further deposes and says that no employee of the Department of Neighborhood Services of the City of Milwaukee, and no city official, or city employee, of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above mentioned contract.

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

Notary Public, Milwaukee Co. Wisconsin
My commission expires _____

performancebond



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.



DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

Revised December 28, 2016

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
AFFIDAVIT OF COMPLIANCE

IMPORTANT: This form must be submitted with your bid 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.
2. A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not operate another business...
3. Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage...
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...
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...

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...

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

Authorized Signature: _____

Printed Name: _____

Date: _____

NOTARIZATION

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

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____

My commission expires: _____

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:

841 NORTH BROADWAY, ROOM 105

MILWAUKEE, WISCONSIN 53202



DEPARTMENT OF NEIGHBORHOOD SERVICES

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

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

Bid / RFP # _____

Property Location 1 **Check one: Own [] Lease []**

Name:	
Address:	
City, State, Zip	

Property Location 2 **Check one: Own [] Lease []**

Name:	
Address:	
City, State, Zip	

Property Location 3 **Check one: Own [] Lease []**

Name:	
Address:	
City, State, Zip	

Property Location 4 **Check one: Own [] Lease []**

Name:	
Address:	
City, State, Zip	

PLEASE SUBMIT THIS FORM WITH YOUR BID TO:
DEPT. OF NEIGHBORHOOD SERVICES
841 NORTH BROADWAY, ROOM 105
MILWAUKEE, WISCONSIN 53202

Socially-Responsible Contractors (SRC) Application

A. If the bids of two or more socially-responsible contractors do not exceed the lowest bid by more than 5%, the contract shall be awarded to the socially-responsible contractor that submitted a bid that exceeded the lowest bid by the smallest amount.

B. If a bid submitted by a non-socially-responsible contractor and a bid submitted by a socially-responsible contractor are identical, the contract shall be awarded to the socially-responsible contractor, even if the bids are only identical due to the 5% award standard provided for in this chapter.

C. If two bids submitted by two socially-responsible contractors are identical, the winner will be determined in accordance with the process for tie-breakers as established by the City Purchasing Director.

D. If the difference between the low bidder's amount and the lowest socially-responsible contractor amount is within 5% of the low bidder and exceeds \$25,000, then the provisions in SRC Application - point A shall not apply.

E. SRC Application – point A shall only be applied to the “base bid”.

F. If a bidder or proposer is seeking to qualify for the SRC bid incentive, that bidder or proposer may not also seek to qualify for the City's other bid incentive programs such as the Local Business Enterprise (LBE) bid incentive (city.milwaukee.gov/Purchasing/Programs) or the Buy American bid incentive (city.milwaukee.gov/Purchasing/Programs). Should there be a conflict between multiple bidders that are seeking to qualify for these incentives, precedence shall be given to the bidder seeking to qualify for a bid incentive in the following descending order:

1. LBE bid incentive
2. Buy American bid incentive
3. SRC bid incentive



DEPARTMENT OF ADMINISTRATION-PURCHASING DIVISION

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

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

Bid or RFP #: _____

Company Name: _____

Address, City, State, Zip: _____

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

I. SRC CRITERIA

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

II. DISCLOSURE

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

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

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

Authorized Signature: _____

Printed Name: _____

Date: _____

III. NOTARIZATION

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

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____

My commission expires: _____

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:
200 E. WELLS STREET, ROOM 601
MILWAUKEE, WISCONSIN 53202
OR FAX TO 414-286-5976



Policy Prohibiting Firearms and Dangerous Weapons in the Workplace

Department of Employee Relations

November 10, 2011

Revised February 27, 2012



Policy Statement

The City of Milwaukee has a zero tolerance policy for firearms and dangerous weapons in the workplace. Accordingly, the City of Milwaukee prohibits employees from carrying or possessing a firearm or dangerous weapon while acting in the course and scope of their employment for and on behalf of the City of Milwaukee. This policy applies to all general city employees, including students, volunteers, staffing agency workers or contractors working in the course and scope of their employment with the City of Milwaukee.

Definitions

Employee - Employee includes any person, excluding law enforcement personnel, who performs services for the City of Milwaukee, either compensated or uncompensated.

Firearm or dangerous weapon - for purposes of this policy a firearm or dangerous weapon includes, but is not limited to, the following:

- (1) A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
- (2) A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
- (3) A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
- (4) Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
- (5) Any destructive device;
- (6) Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
- (7) An electric weapon such as a taser gun;
- (8) Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm; and,
- (9) Any knife *that is carried with intention or calculation to produce death or great bodily harm. Switchblades are specifically prohibited. (A Leatherman or other small pocket knife is permissible, as long as the blade is 3 inches or less in length. Knives intended to be used as eating utensils, and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.)*

Prohibitions

Regardless of whether a city employee possesses a concealed weapons license or is allowed by law to possess a weapon, all employees are prohibited from possessing, transferring, carrying, selling and storing firearms or dangerous weapons while working on city property or while acting within the coursescope of their employment when not on City of Milwaukee property. This prohibition applies anywhere City business is conducted as summarized below:

- working on property owned, leased or controlled by the City;
- performing work for the City at any location including private residences and commercial establishments and other customer or client locations;
- driving or riding as a passenger in a city vehicle;
- attending trade shows, conferences, or training on behalf of the City;
- attending City of Milwaukee directed or sponsored activities or events (intended for city employees only and not the general public) independent of venue;
- Riding any type of mass transit while on City business;
- Working off-site on behalf of the City (excluding the employee's residence);
- performing emergency or on-call work for the City after normal business hours and on weekends;
- Attending training or conferences on behalf of the City.

City employees may possess, carry and store a firearm or dangerous weapon in their own motor vehicles if they have obtained the appropriate license as required by applicable state and federal laws. Employees who use a personal vehicle in the course and scope of their employment are required to keep the permitted firearm or dangerous weapon stored out of sight and in a secure location.

Violation of this Policy is considered a serious offense that endangers the safety of employees and others. Therefore, this any offense may result in severe disciplinary action up to and including discharge from employment. When appropriate a referral to law enforcement may be made which may result in criminal charges.

Safety First

In applying this policy, no employee shall take any action that will risk his or her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from City premises. Employees in facilities without a designated Police or security force may inform individuals carrying weapons of the law and ask for their compliance. This should be done in an informative, calm and non-confrontational manner. An individual's continued non-compliance after being properly informed of the law should result in notification to the Police Department. Employees in facilities with a designated Police or security force should make all attempts to defer intervention in concealed or open carry situations to those groups by contacting designated security personnel via established reporting mechanisms.

An employee who feels an immediate risk to his or her own safety or the safety or security of others, should avoid any interaction with the individual. Steps should be taken to secure their area

and immediately contact the Police Department by calling 9-911 and their assigned building security (where applicable).

Report of Violations

Employee Violations

Employees are required to report violations of this Policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it.

An employee who believes that another employee may be in violation of this policy should report the alleged violation to the employee's manager or supervisor, the department head, or the appropriate departmental Human Resources representative.

The City will promptly investigate allegations of violations of this policy. Supervisors and managers are responsible for establishing and modifying procedures as necessary to carry out and comply with this Policy in accordance with applicable laws and City ordinances. Departments are responsible for implementing protocols for handling a prohibited weapon upon discovery.

The City reserves the right to authorize searches for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law. Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The City's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, purses, briefcases, bags, and toolboxes, and lunch bags. Searches of the employee's work area and belongings, as described above, *may* be conducted by the employee's supervisor and another member of management. Searches of all types, including surrounding City property, personal property and the employee may be conducted by law enforcement in accordance with law should reasonable suspicion be present. Any weapon found in violation of this Policy may be confiscated. Refusal to permit a search may result in discipline up to and including discharge.

Visitor Violations

Visitors to posted no-carry City facilities are not allowed to carry a weapon on the premises. If a visitor does bring a weapon into a City facility a determination will need to be made as to the level of risk the visitor carries.

Any visitor carrying a weapon into a posted no-carry City facility is creating an elevated risk to security and safety that warrants a response leading to compliance with the law. If the visitor poses an immediate risk to security or safety the Police Department should be notified immediately by calling 9-911. The visitor should be considered an immediate risk to safety and security if he/she is acting in an aggressive, belligerent, confrontational, suspicious or in an otherwise questionable manner while carrying a weapon.

Anti-Retaliation Provision

No employee or City official may retaliate against an employee who has reported a possible violation of this policy.

Roles and Responsibilities

Employees are responsible for understanding and complying with the Policy Prohibiting Firearms and Dangerous Weapons in the Workplace. Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to their Department Head or the City's Security Operations Manager at 286-2145 prior to bringing the item(s) to City work sites and events, as well as City-owned or leased facilities or vehicles.

City departments shall ensure that employees complete a statement acknowledging receipt and understanding of this policy.

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