

OFFICIAL NOTICE

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

**REQUEST FOR PROPOSALS FOR DECONSTRUCTION SERVICES
TO REMOVE BLIGHTED PROPERTIES**

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 comprehensive proposals for furnishing labor and materials and performing all work necessary for and incidental to the bulk deconstruction of City of Milwaukee owned primary buildings located in the city of Milwaukee, Wisconsin, until 9:00 a.m.(central time) on **Wednesday, May 13, 2020. Proposals must be dropped off in the secure drop box labeled Demo Bids & Decon RFPs outside of room 105 at 841 N Broadway.** Any proposals deposited in the wrong location or received after that time may be rejected and returned unopened. Names of those submitting proposals along with the name of the contractor selected will be made available to the public.

1. **A contract for services may be awarded to qualified, responsive, and responsible Proposer(s) capable of demonstrating the ability to deconstruct a large volume of buildings at costs and terms agreeable with the City of Milwaukee.**
2. All Proposals shall be held open for a period of sixty (60) days subsequent to the opening date and no proposal may be withdrawn without the written consent of the Commissioner. **IN THE EVENT THE COMMISSIONER, DURING THE SIXTY DAYS FOLLOWING PROPOSAL OPENING, TAKES NO ACTION RELATIVE TO THE PROPOSAL OR PROPOSALS RECEIVED, THEN THE PROPOSAL OR PROPOSALS SHALL BECOME NULL AND VOID WITHOUT RECOURSE OF ANY KIND BY EITHER THE PROPOSER OR COMMISSIONER, ACTING ON BEHALF OF THE CITY.**

As part of the Proposal, each Proposer shall submit a full and complete list of all the proposed subcontractors 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 proposals at any time, if it is in the best interests of the City, and to waive any informalities in the process.

Attention is called to the fact that: (a) the successful proposer 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 Ordinance 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.

Work contracted through this RFP will require that a minimum of **40%** of the WORKER HOURS be performed by UNEMPLOYED OR UNDEREMPLOYED RESIDENTS of the City of Milwaukee per the provisions of section 309-41 of the Milwaukee Code of Ordinances. **Twenty-five percent** of the required RPP hours must be worked by residents of the Special Impact Area zip codes. Successful proposer required to report RPP compliance in contract compliance software system, LCPTracker.

Successful proposer 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 proposal. **For a complete listing of City of Milwaukee certified SBE firms please contact the Office of Small Business Development at 414-286-5534. More information can be found at www.milwaukee.gov/osbd**

This RFP includes a Local Business (LBE) incentive in accordance with Chapter 365 Milwaukee Code of Ordinances.

IT IS YOUR RESPONSIBILITY AS A PROPOSER TO FAMILIARIZE YOURSELF WITH THIS ORDINANCE PRIOR TO SUBMITTING YOUR PROPOSAL.

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 <http://city.milwaukee.gov/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.

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

April 24, 2020
April 27, 2020

Deconstruction Request for Proposals 05132020

Timeline & Process Overview

May 13, 2020, 9:00 a.m. central time – First part of RFP due. Written responses only. No costs should be submitted or attached at this point.

Checklist of required items to submit before May 13, 2020, 9:00 a.m. central time

- Printed single copy of Deconstruction Request for Proposals First Questions fillable PDF.
- A sample of your written pre-deconstruction salvage/waste diversion plan.
- A sample of your written post-deconstruction salvage/waste diversion plan.

May 28, 2020 – meeting with proposers, Office of Small Business Development, DNS Work Force Development, Environmental Enforcement, DNS staff to discuss responses and assess where City of Milwaukee could provide assistance (workforce participants, Residents Preference Program guidance, insurance and bonding, connecting Small Business Enterprise opportunities, etc...). Proposers will be given 3 properties to assess and to develop a deconstruction plan and cost estimates for the final portion of the Request for Proposals.

June 12, 2020, 9:00 a.m. central time – Building specific deconstruction plans and cost estimates due.

Checklist of required items to submit before June 12, 2020, 9:00 a.m. central time

- Printed single copy of Deconstruction Request for Proposals Unit Cost Information fillable PDF.
- SBE Form B
- Non Collusion Affidavit of Prime Contractor
- Complete list of Subcontractors
- Local Business Enterprise Program Affidavit of Compliance (if applicable)
- Socially-Responsible Contractor Incentive Affidavit (if applicable)

June 23, 2020 - Final review and possible follow-up questions with proposers to conclude.

REQUEST FOR PROPOSALS 05132020

The City of Milwaukee, Department of Neighborhood Services is seeking Contractors capable of furnishing labor and materials and performing all work necessary for and incidental to the bulk deconstruction of City of Milwaukee-owned primary buildings located in the city of Milwaukee. The current inventory of City-owned condemned parcels is nearly 260.

Proposals will be accepted in the forms and format provided in these documents and should clearly identify the Proposer's abilities, objectives, goals and proposed timeline.

Schedule of events for this RFP:

May 13, 2020, 9:00 a.m., central time - Responses to the first portion of questions are due.

May 28, 2020, time to be determined – Mandatory meeting with Proposers, Office of Small Business Development, DNS Work Force Development, Environmental Enforcement and DNS staff to discuss responses and to assess where City of Milwaukee could provide assistance (workforce participants, Residents Preference Program guidance, connecting Small Business Enterprise opportunities, etc...) will be held. A list of properties will be provided to Proposers to develop a deconstruction plan and cost estimates for the final portion of the Request for Proposals.

June 12, 2020, 9:00 a.m. central time - Building specific deconstruction plans and cost estimates due.

June 23, 2020 - Final review and possible follow-up questions with proposers to conclude. Contract award to follow.

Proposers shall consider the following in response to this RFP:

Proposers shall explain how they will attempt to achieve the required 40% Residents Preference Program hours of participation as well as identify any long-term workforce development goals.

Proposers must submit SBE form B, Non-Collusion Affidavit of Prime Proposer, Complete list of Subcontractors and (optional) Local Business Enterprise Program Affidavit of Compliance (will be factored at per unit pricing costs).

Proposers may seek incentive through Socially-Responsible Contractor incentive per Chapter 310 of the Milwaukee Code of Ordinances. See attached SRC provisions and attached affidavit.

Proposers can assume that pre-deconstruction asbestos sampling and abatement will be completed by the City but are welcome to propose alternatives.

Proposers can assume that Natural Gas and Electric utilities disconnections will be completed by the City of Milwaukee prior to parcel being released for deconstruction.

Proposals must include Proposer's qualifications and experience.

Parcels to be selected from group of City of Milwaukee owned parcels.

Contractor who is awarded this work will be required to select parcels from pool of city-owned parcels provided by Department of Neighborhood Services based on unit pricing provided in the second phase of this request for proposals.

Contract will require contractor to provide proof of payroll compliance including payment into workers compensation, unemployment and benefits (if applicable).

All deconstruction work in the City of Milwaukee must be performed in compliance with the requirements of **1999 Demolition and Site Clearance General Specifications, Chapter 218 of the Milwaukee Code of Ordinances** and **Deconstruction Administrative Rules**, adopted December 20, 2017 effective January 1, 2018. Both can be found here: <http://city.milwaukee.gov/Decon>

Selected Contractor(s) shall be responsible for sewer and water seals.

Site specific deconstruction requirements will typically include the full removal of all debris, footings and foundations and restoration of curb and gutter work where curb-cuts are present.

Deconstruction work on these parcels must be done in compliance with City of Milwaukee Health Department's acceptable Lead-Safe work practices. More information can be found at: <http://city.milwaukee.gov/health/Contractor-Information> and attached *Deconstruction Lead Requirements and Exterior Containment Requirements*.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful proposer, shall furnish a surety or performance bond in a penal sum not less than one hundred percent (100%) of the amount of the proposal, including all items of overhead, as set out in the accepted proposal as security for the faithful performance of the contract, and a payment bond securing the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by the contractor in performing the work. Such bond shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, the date of the contract. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570, or its successor, and the penal sum shall be within the maximum specified for such company in said Circular 570, or its successor.

Work contracted through this proposal will require that a minimum of 40% of the worker hours be performed by unemployed or underemployed residents of the City of Milwaukee per the provisions of Section 309-41 of the Milwaukee Code of Ordinances. Twenty-five percent of

the required RPP (Residents Preference Program) hours must be worked by residents of the Special Impact Area zip codes. Effective January 1, 2017, these zip codes are 53204, 53205, 53206, 53208, 53210, 53212, 53215, 53218, 53233. All RPP employees must complete Form I Employee Affidavit. **Successful contractor must submit a completed Form F1 regarding proposed RPP utilization prior to starting work on the project.**

Employees whose hours are being reported as RPP worker hours MUST be listed in the City of Milwaukee DPW database of City of Milwaukee certified RPP workers with their CURRENT address. If you have any questions, please verify with DPW by calling 414.286.3309.

The City of Milwaukee will facilitate utility disconnects through We Energies to cut gas and electrical services. Contractor is responsible for verifying that ALL utilities have been disconnected prior to starting work.

Contractor must also notify neighbors on the block face of the property that deconstruction activity is about to begin. This notification shall be done via a department-approved letter or door knocker.

REQUIRED EROSION CONTROL MEASURES FOR PARCELS: CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AN EROSION CONTROL PERMIT AND INSTALLING CONTROL MEASURES PER THE REQUIREMENTS OF CHAPTER 290 OF THE MILWAUKEE CODE OF ORDINANCES. MEASURES MUST BE IN PLACE PRIOR TO DEMOLITION ACTIVITIES COMMENCING. CONTROL MEASURES MUST BE INTACT AT FINAL INSPECTION AND ARE TO REMAIN ON SITE.

FAILURE TO REQUEST OPEN BASEMENT INSPECTION WILL RESULT IN THE INSPECTOR REQUIRING COMPLETE RE-EXCAVATION OF THE PARCEL.

CONTRACTOR IS REQUIRED TO CONTACT THIS DEPARTMENT TO ARRANGE FOR AN INSPECTION IF ASBESTOS-CONTAINING MATERIALS ARE FOUND IN THE BUILDINGS AFTER DECONSTRUCTION HAS COMMENCED.

IF MORE THAN 5 WASTE TIRES ARE REMOVED FROM ANY SITE, THEY MUST BE TRANSPORTED BY A LICENSED WASTE TIRE TRANSPORTER. LICENSED TRANSPORTER MUST BE LISTED IN THE LIST OF SUBCONTRACTORS SUBMITTED WITH THE BID DOCUMENTS IF OTHER THAN PRIME CONTRACTOR. FOR INFORMATION ON LICENSED TRANSPORTERS, CONTACT CITY OF MILWAUKEE WASTE TIRE COORDINATOR AT 414-286-5028.

MANAGEMENT OF ANY MERCURY-CONTAINING PRODUCTS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

MANAGEMENT OF ANY PCB'S OR PCB-CONTAINING PRODUCTS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS, INCLUDING CHAPTER NR157 OF THE WISCONSIN ADMINISTRATIVE CODE.

ANY REFRIGERANTS ON SITES MUST BE RECLAIMED BY A CERTIFIED CFC RECLAIMER WHO MUST BE LISTED IN THE LIST OF SUBCONTRACTORS SUBMITTED WITH THE BID DOCUMENTS IF OTHER THAN PRIME CONTRACTOR.

IF THE DEPARTMENT OF NEIGHBORHOOD SERVICES (DNS) HAS BEEN HOLDING A CONTRACT PAYMENT FOR A YEAR AND STILL HAS NOT RECEIVED REQUIRED DOCUMENTATION FROM THE CONTRACTOR TO CLOSE OUT THE CONTRACT, DNS MAY NOTIFY THE CONTRACTOR THAT UNLESS THE DOCUMENTATION IS FORTHCOMING WITHIN THIRTY (30) DAYS, THE PAYMENT WILL BE FORFEITED.

Contractor must maintain a 6' metal temporary security chain-link fence around the perimeter of the deconstruction site(s) and staging site(s) per CH 228.3 MCO to limit illegal site access and dumping.

All debris on the deconstruction site(s) and staging site(s) must be removed by the Contractor.

Contractor shall be responsible for repairing all damage to adjacent private and city-owned parcels including but not limited to landscaping, sidewalks, fences, etc. The City may withhold payment and/or take corrective actions at the contractor's expense as needed.

Buildings and sites must be maintained in a secure manner.

Contractor responsible for sewer and water seals.

Timing

It is agreed that time is of the essence as to the completion of the Work. The Contractor agrees to execute and complete its Contract Work in a prompt and diligent manner whenever such Contract Work, or any part of it, becomes available, and at such other time or times as Department may direct, and Contractor shall not, by delay or otherwise, interfere with or hinder others working on the Project Site. The Project Site includes work being done by other: environmental inspections, utility disconnect, asbestos abatement, mechanical demolition, city inspections, and salvage. The Contractor shall provide the Department with any scheduling information proposed by the Contractor for the Contract Work. In consultation with the Contractor, the Department shall prepare the schedule for performance of the Work and shall

revise and update such schedule, as necessary, as the Work progresses. The Contractor shall be bound by the Progress Schedule. The Progress Schedule and all subsequent changes and additional details shall be submitted to the Contractor promptly and reasonably in advance of the required performance. The Department shall have the right to determine and, if necessary, change the time, order, and priority in which the various portions of the Work shall be performed and all other matters relative to the Contract Work. If the commencement and/or progress of the Contract Work is delayed, disrupted, or subjected to interference without the fault or responsibility of the Contractor, the time for the Contract Work shall be extended by Contract Change Order and the Progress Schedule shall be revised accordingly. Such additional time for completion of the Contract Work shall be Contractor's sole and exclusive remedy for delay, disruption, or interference. Any such extension shall be consistent with Department's schedule and completion of demolition and deconstruction obligations.

Debris Removal

The Contractor shall at all times during its performance of the Contract Work keep the work site clean and free from debris resulting from the Contract Work. Prior to discontinuing the Contract Work in an area, the Contractor shall clean the area and remove all its rubbish and its construction equipment, tools, machinery, waste, and surplus materials. In the event of any clean-up or repair caused by operations of two or more contractors, the Department shall determine the responsibility and specify the work required of each. If the Contractor fails to perform as described in this paragraph, the Department may do so or have such work done and issue a deductive Contract Change Order to cover the cost of this work.

Temporary Shoring and Bracing

Contractor will be responsible for temporary shoring when, in the opinion of the commissioner, the deconstruction activities creates a potential hazard.

Safety

The Contractor is required to perform the Contract Work in a safe and reasonable manner. The Contractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

- employees and other persons at the Project Site;
- materials and equipment stored at the site or at offsite locations for use in performance of the Work; and
- all property and structures located at the site and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

The Contractor shall give all required notices and comply with all applicable laws, rules, regulations, orders, and other lawful requirements established to prevent injury, loss, or damage to persons or property.

The Contractor shall implement appropriate safety measures pertaining to the Subcontract Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the site and adjacent to the site from injury, loss, or damage.

The Contractor shall exercise extreme care in carrying out any of the Contractor Work which involves dangerous methods deconstruction or hazardous procedures, materials, or equipment.

The Contractor shall use properly qualified individuals or entities to carry out the Contract Work in a safe and reasonable manner so as to reduce the risk of bodily injury or property damage. The Department shall promptly remedy any and all damage or loss which may arise from the performance of the Contract Work, to the extent of the negligence attributed to such acts or omissions of the Contractor, or anyone for whose acts the Contractor may be liable. The Department shall promptly remedy damage or loss attributable to the acts or omissions of the Department and not to the Contractor. The Contractor is required to designate an individual at the site in the employ of the Contractor who shall act as the Contractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Contractor in writing to the Department, the designated safety representative shall be the Contractor's project superintendent. The Contractor has an affirmative duty not to overload the structures or conditions at the site and shall take reasonable steps not to load any part of the structures or site so as to give rise to an unsafe condition or create an unreasonable risk of bodily injury or property damage. The Contractor shall have the right to request, in writing, from the Department loading information concerning the structures at the site. Contractor shall make a written record of all injuries and property damage, and shall give prompt written notice to the Department of any accident involving bodily injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500.00) in value, or any failure that could have resulted in serious bodily injury, whether or not such an injury was sustained. Establishment of a safety program by the Department shall not relieve the Contractor or other parties of their safety responsibilities. The Contractor shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Department and Owner, including, but not limited to, requirements imposed by the Contract Documents. The Contractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Contract Work which the Department deems unsafe until corrective measures satisfactory to the Department shall have been taken. The Department's failure to stop the Contractor's unsafe practices shall not relieve the Contractor of the responsibility therefor. The Contractor shall notify the Department immediately following an accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the Department. Each party to this Agreement shall indemnify the other party from and against fines or penalties imposed as a result of safety violations, but only to the extent that such fines or penalties are caused by its failure to comply with applicable safety requirements. The Department will not be liable for any OSHA violations that occur due to the negligence of a Contractor, or those with which it Contracts. Any penalties assessed to the Department due to (as a result of) Contractor's violations, or violations of those with which Contractor contracts, will be charged back to the Contractor.

DECONSTRUCTION REQUEST FOR PROPOSAL SELECTION CRITERIA

The following criteria will be used to evaluate proposals.

50% Cost.

25% Ability of Proposer to utilize unemployed or underemployed workforce per the City of Milwaukee Residents Preference Program (RPP). Required minimal goal is 40%. Proposals will be evaluated on proposed percentage of RPP as well as Proposer's ability to create meaningful, sustainable employment opportunities beyond the RPP minimum requirements.

15% Salvage plan and waste diversion – Ability for proposer to demonstrate that buildings will be deconstructed through acceptable methods and that salvaged materials will be reused and repurposed.

10% Proposer's ability to identify their needs from the City.

3.3.0.

COMPLETE LIST OF SUBCONTRACTORS

(Include Plumbing Contractor)

Name of Proposed Subcontractors	Class of Work
1. _____ _____	_____
Address	
2. _____ _____	_____
Address	
3. _____ _____	_____
Address	
4. _____ _____	_____
Address	
5. _____ _____	_____
Address	
6. _____ _____	_____
Address	
7. _____ _____	_____
Address	
8. _____ _____	_____
Address	
9. _____ _____	_____
Address	
10. _____ _____	_____
Address	

CITY OF MILWAUKEE DEPARTMENT OF NEIGHBORHOOD SERVICES
 AFFIDAVIT OF COMPLIANCE WITH THE
 SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS

PROPOSALS DUE: 05-13-2020

The PROPOSERS minimum commitment for SBE participation on this project is as follows:

REQUIRED OVERALL PROJECT PARTICIPATION			
	SBE	25%	

The Commissioner of the Department of Neighborhood Services reserves the right to reject and disqualify any proposal that does not achieve the percentage requirement for this project. This also applies if the undersigned contractor fails to comply with the City's requirements as outlined in the SBE provisions.

The undersigned hereby states that s/he has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached bid or selection of subcontractors and/or material suppliers for such proposal.

The undersigned acknowledges, understands and agrees that submission of a proposal shall commit the proposer to comply with the City's SBE policy to achieve the City's stated percentage requirements for SBE participation on this contract, including submission of the information required by the proposed schedule of subcontractors and/or material suppliers.

CONTRACTOR AFFIRMS THAT THEY WILL MEET THE FOLLOWING MINIMUM SBE PROGRAM REQUIREMENTS: **(PROPOSER MUST WRITE IN PERCENTAGE AND SUBMIT WITH PROPOSAL DOCUMENTS.)**

SBE: _____ %

The undersigned also states that all the submitted SBE information is true and correct to the best of his/her knowledge.

 Authorized Signature

 Date

 Printed Name

 Title

 Company Name

STATE OF WISCONSIN)
 COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, ____.

_____ who acknowledges that s/he executed the foregoing document for the purpose therein contained for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

 Notary Public, Milwaukee County, WI

My Commission expires: _____



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 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.

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: _____

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

NON-COLLUSION AFFIDAVIT OF PROPOSER

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 Proposer that has submitted the attached Proposal.
- (2) S/he is fully informed respecting the preparation and contents of the attached Proposer and of all pertinent circumstances respecting such Proposal.
- (3) Such proposal is genuine and is not a collusive or sham proposal.
- (4) Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has had or will have communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer or to fix the overhead, profit or cost element of the price or the price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

_____ Title

Notary Public
My commission expires: _____

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.

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

LEAD DUST HAZARDS

PART 1 - GENERAL

1.1 WORK

- A. **PRESUMPTION OF LEAD:** For the purposes of these Specifications, and unless the building was constructed in 1978 or later, or the building has undergone a Lead-Based Paint Risk Assessment by a properly licensed Lead-based Paint Inspector or Risk Assessor and is certified as being "Lead Free", the City of Milwaukee assumes that all painted surfaces contain lead-based paint. This presumption is made in lieu of a risk assessment. As a result of this presumption each rehabilitation project shall be conducted in a lead-safe manner as outlined herein.
- B. Work under this section does not apply to painted or coated surfaces when the lead content of that surface coating is determined to be below 0.7 mg/cm² as measured by an x-ray fluorescence (XRF) analyzer, or less than .06% lead by weight as determined by a certified laboratory paint chip analysis.
- C. Work under this section is limited to painted or coated surfaces that are presumed or known to contain lead based paint per the City of Milwaukee Presumption of Lead notice.
- D. Provide all related materials, equipment, and labor required to complete the work in a lead safe manner in accordance with the Scope and as specified herein.
- E. After the work under this section is complete, provide all materials, equipment and labor necessary to clean and prepare the property for lead (Pb) clearance testing. It is the Contractor's responsibility to achieve lead clearance per the Department of Housing and Urban Development Lead-Based Paint Regulation [24 CFR Part 35) standards.
- F. Contractor shall be responsible for compliance with Department of Housing and Urban Development Lead- Based Paint Regulation [24 CFR Part 35], State of Wisconsin, Department of Health Services Lead-Based Paint Regulations [Chapter HFS 163), and the City of Milwaukee Code of Ordinances, Lead based Paint Hazard Control Regulations, [Chapter 66-47).

1.2 QUALITY STANDARDS

- A. Provide experienced, well-trained workers competent to complete the work as specified.
- B. Provide a certified lead abatement supervisor and certified lead abatement workers for any containment installation, demolition, removal, encapsulation, enclosure, debris removal or clean-up of suspected lead containing materials per the Scope and as specified herein.
- C. All work shall comply with the governing lead-based paint regulations and OSHA Worker Safety Regulations.
- D. Lead abatement and lead reduction work is time sensitive. Contractor shall complete the abatement work in quickly and safely as possible to minimize potential exposure to lead.

1.3 SUBMITTALS

- A. Contractor shall notify the Milwaukee Health Department (MHD) – Lead Section (414-286-5033) at least 24 hours prior to starting any work that involves disturbance of painted or otherwise coated surfaces. MHD will assign a Lead Risk Assessor to monitor the work to document lead safe rehabilitation procedures were followed.
- B. Prior to starting work under this section, Contractor shall present to the inspector for the purpose of making a copy, a current State of Wisconsin Lead (Pb) Company license and all Lead Supervisor(s) or Lead Worker(s) licenses of individuals employed by the Contractor or the Contractor's Sub-contractors.
- C. At the completion of the job and prior to final payment to the Contractor, the Contractor shall provide copies of all lead clearance testing results to the Department of Neighborhood Services.

1.4 PREDECONSTRUCTION AND PREPARATION

- A. Examine and verify that job conditions are satisfactory for speedy and acceptable work.
- Post in an obvious location, Lead Hazard Warning Signs, and a copy of the Lead Abatement Permit at the entrances to containment areas. Note: Lead Hazard Warning Signs are available from MHD.
 - All containment measures shall be in place prior to starting any work which will disturb painted or otherwise coated surfaces.

PART 2 – MATERIALS AND EQUIPMENT

2.1 CONTAINMENT MATERIALS

- A. All materials used for containment shall be new and unused.
- Plastic shall be new, free of rips, tears and holes.
 - Tape shall be a minimum of 2" wide and of sufficient quality to serve its intended purpose.

2.2 CONTAINMENT MEASURES

- A. Provide all materials and equipment required to safely contain lead dust hazards on the exterior of the building.
- Cover the ground in work areas with 6 mil plastic secured continuously along the foundation and extended out from the building a minimum of 6 feet and in all cases adequate to contain any falling debris. If adjacent structures are less than 6 feet away, contractor shall allow 6 mil plastic to extend up the side of the adjacent structure.
 - Cover all shrubbery, plantings, etc. with a minimum of 1-2 mil plastic.
 - All storm windows, windows and doors shall be closed to prevent the movement of lead dust and debris into or out of the building.
 - All storm windows, windows and doors in adjacent buildings closer than 6 feet to the work area shall be closed to prevent the movement of lead dust and debris into the building.
 - Maintain a HEPA vacuum in the containment area to periodically clean up dust and debris generated during the course of work.
- B. Provide all materials and equipment required to safely contain lead dust hazards in the interior of the building.
- Cover floors up to the top of the baseboard in work areas with 6 mil plastic secured continuously along the edges with duct tape.
 - All built in cabinets, countertops, bookshelves, plumbing, electrical, HVAC fixtures, etc. shall be covered with 1-2 mil plastic secured in place with duct tape.
 - Entrances to containment areas used by workers shall have two (2) layers of 6 mil plastic attached to the top edges of the doorway and at opposite sides of the doorway to form a z-door.
 - Provide continuous 6 mil plastic floor runners into and out of work areas, secured in place with duct tape.
 - Provide and use 6 mil plastic bags to transport sash from the containment area to other areas in and around the premises.
 - All storm windows, windows and doors shall be closed to prevent the movement of lead dust and debris into or out of the building or work area.
 - All HVAC registers and vents shall be closed and covered with 6 mil plastic secured with duct tape.
 - Provide tacky mats where necessary to control tracking of debris and dust hazards.
 - Maintain a HEPA vacuum in the containment area to periodically clean up dust and debris generated during the course of work.

2.3 MATERIALS AND EQUIPMENT - LIMITATIONS ON USE

- A. Equipment and procedures not allowed.
- Do not use grinders, sandblasters, open flames, torches, power sanders, power washers or other abrasive type paint removal methods to remove paint or other coatings.

- Do not use heat guns that provide temperatures above 1,100 degrees Fahrenheit.
 - Do not use solvents or chemical strippers that contain methylene chloride.
 - Do not dry sweep dust or debris in areas not properly contained and sealed.
 - Do not use standard house vacuums or shop vacuums that are not HEPA equipped.
 - Do not use any method that allows lead dust to become airborne.
- B. Permissible methods and equipment.
- Wet scraping with a sharp scraping tool using a spray bottle with water to first wet the surface.
 - Wet sanding (by hand) using a spray bottle with water to first wet the surface.
 - The use of a power planer with a HEPA vacuum attachment to collect the dust and debris.
 - Using a heat gun with temperatures less than 1,100 degrees Fahrenheit.
 - Chemical methods which do not contain methylene chloride.

2.4 WORKING CONDITIONS

- A. Maintain a lead safe working environment.
- Do not allow excessive accumulation of dust and debris in work area.
 - Maintain containment area free of airborne construction dust.
 - Do not allow uncertified workers or other unauthorized individuals to enter containment areas.
 - Do not allow tracking of dust and debris out of the containment areas. Tacky mats are required at any active unit entryways and outside of any contained work area.
 - Do not perform exterior lead-based paint removal when weather conditions are unacceptable. Exterior work is not permitted in adverse weather conditions such as strong winds, or in any condition that would allow lead dust and debris to cause a hazard or escape the containment area.

PART 3 - DISPOSAL AND CLEAN-UP

3.1 DISPOSAL

- A. Disposal of painted components:
- **Contractor** shall remove debris from property and dispose of debris at **Contractor's** expense.

3.2 CLEAN-UP

- A. Clean-up and removal of containment measures:
- All construction debris shall be wrapped and removed from the containment area.
 - Clean and remove all unused materials, tools and power cords from containment area.
 - Clean with a HEPA vacuum containment area to remove excessive paint chips and dust prior to removing containment measures.
 - Remove containment from furniture, walls, etc. and carefully roll-up plastic and seal with duct tape.
 - Remove containment from floors by carefully rolling up plastic to prevent lead dust and debris from becoming airborne. Seal plastic with duct tape.
 - HEPA vacuum all surfaces including floors and windows after containment measures have been removed.
- B. **Contractor** shall supply all materials, equipment and labor necessary to safely clean and prepare properties for lead (Pb) clearance testing.
- Use cleaning solutions mixed from water and standard household cleaning products.
 - Use clean buckets and mops with disposable mop heads.
 - Use disposable towels, rags, mop heads or sponges for cleaning and rinsing surfaces.

C. Washing and cleaning surfaces:

- All horizontal surfaces including floors and windows shall be washed and rinsed using a mixture of water, soap or other household cleaning solutions.
- Use a separate bucket for cleaning and a bucket for rinsing surfaces.
- Frequently change the cleaning and rinse solutions. Do not allow wash solution or rinse water to become saturated with dust and dirt.
- Frequently dispose dirty or saturated towels, rags, mop heads or sponges.
- Repeat wash and rinse process multiple times to assure that all residue and dust has been removed and surface will pass a clearance test.
- Carpeted floors shall be thoroughly HEPA vacuumed in one direction overlapping each row and repeated in a perpendicular direction.
- Walls and other vertical surfaces shall be washed as specified herein.
- Window glass shall be free of dust, dirt, streaks, spots, paint and excess glazing material.
- Used cleaning materials shall be disposed of in a plastic bag sealed with duct tape.

3.4 CLEARANCE

- A. The property must pass a visual inspection by the Risk Assessor.

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END OF SECTION - LEAD DUST HAZARD

EXTERIOR CONTAINMENT REQUIREMENTS

Check-off the proper materials and equipment required to complete the project before arriving at the project site. Keep the project check-off at the site until completion. Equipment and materials include:

- HEPA vacuum
 - Must be in good working order with all bags, pre-filters and filters in place.
 - The hose and all attachments must be made for the vacuum being used and cannot have any holes or cracks covered with tape.
 - The HEPA filter must be rated to capture particles of 0.3 microns and larger at 99.97 percent efficiency
- Barrier line
 - Yellow or red plastic caution or warning tape that clearly warns the public to keep out or not to enter.
 - An alternative is a yellow or red colored rope not less than ½ inch in diameter.
- Warning signs
- Plastic (poly) sheeting
 - All poly sheeting must be no less than 4 mil in thickness. This requirement applies to all poly sheeting used to seal doors, windows and other openings, construct containment, wrap large components covered with lead based paint prior to disposal or line dumpsters or trailers.
- Tape
 - All tape must be a minimum of 2 inches in width. Only duct tape or an industrial type of tape equal in performance shall tape poly sheeting together or secure poly sheeting waste, waste bags or components wrapped in poly sheeting.
- Additional poly sheeting and tape to repair containments or modify containments to contain all dust and debris should weather conditions change.
- Lumber (2x4) to secure the edges of the containment area
- Personal Protective Equipment (PPE): Half masks, goggles
- Spray bottles
- Water source
- Tape measure
- Scrapers
- Tacky mats
- Required certifications for all employees
- Warning Signs
- Other equipment necessary to complete the project
 - Hammers, paintbrushes, saws, ladders, etc..

NOTES: -

1. Arrive on-site
 - a. Walk around and visually inspect work area
 - b. Take pictures of the garage and surrounding area
 - c. If the garage abuts the neighbors' yard let the neighbor know you will be working on the garage and to assure children do not have access to area
2. Close Windows and Doors for a distance of 20 feet in all directions of the work area
 - a. If any window or door cannot be tightly closed and remain closed it must be covered with poly sheeting with all four edges completely sealed with tape.
3. Remove All Personal Property from the work area
 - a. Personal property includes, but is not limited to toys, outside play equipment (slides, swings, sandbox etc.) lawn or patio furniture, yard decorations and ornaments.
 - b. Any object that cannot be removed from the work area must be completely wrapped in poly sheeting and sealed with tape.
4. Restrict Access
 - a. Close and restrict access to doors that lead from the interior of the dwelling outside into the work area.
 - b. Install a barrier line that is 10 feet beyond the edge of the poly sheeting containment.
 - i. If 10 feet of space does not exist install the barrier line at the property line or as far away from the edge of the containment as space allows.
 - c. The barrier line must be installed so that no point along the barrier line is closer than 3 feet to the ground and no point along the barrier line shall be higher than 4 feet above the ground.
 - d. One opening not wider than 4 feet shall be installed in the barrier line for access to the work area by authorized personnel.
5. Post Signs
 - a. One Warning sign that shall be posted at the access opening in the barrier line.
 - b. Additional warning signs must be posted on all sides of the barrier line.
 - c. All warning signs must be securely attached to the barrier line to prevent them from falling or blowing off.
 - d. Warning signs must be in the language of the dwelling occupants.
6. Pre-Clean the work area
 - a. Pre-clean all paint chips and debris on the ground under the work surface and a minimum of 10 feet in all directions from the outside edges of the work surface.
7. Setup Containment
 - a. All dust, paint chips and debris must fall and remain on poly sheeting.
 - b. Completely cover the ground and all plants, bushes or trees with poly sheeting a minimum of 10 feet in all directions from the edge of the work surface.
 - c. If work takes place at higher elevations above the ground (gables fascia or soffit) or on a second floor extend the poly sheeting out far enough to contain all dust, paint chips and debris.
 - d. If space does not allow for adequate containment on the ground install (make a pocket) vertical containment. Vertical containment must be installed by using saw horses to collect all dust paint chips and debris.
 - e. Extend the poly sheeting as necessary.
 - f. Tape and/or staple poly sheeting to the foundation, ribbon board or siding so there are no gaps between the poly sheeting and the building.
 - i. If the foundation of the building is field stone or sculpted cement block secure poly sheeting above the foundation so there are no gaps between the poly sheeting and the building.

- g. Only if the work being performed does not allow the sheeting to be taped and/or stapled to the siding is it acceptable to secure a 2x4 as tight as possible against the foundation and then tape and/or staple poly sheeting to the 2x4.
 - i. Any dust paint chips or debris that falls behind the 2x4 must be immediately vacuumed up as soon as the containment is removed.
 - h. Using 2x4 construction grade lumber secure all edges of the poly, form a continuous raised lip around the entire poly sheeting so that debris does not leave the poly.
 - i. Install a tacky mat at the edge of the containment where workers will exit the containment area.
 - i. All workers must exit the containment by walking over the tack pad.
 - ii. The tack pad must be in good condition and capable of collecting dust and paint chips from workers boots.
 - j. Containment may not be reused.
 - i. New containment must be setup for each work location or on each side of the building.
8. Perform the work outlined on the scope of work
- a. Be sure to comply with all local, state, and federal regulations and guidelines
 - b. Maintain a clean and safe work area.
9. End of Day and Post Project Cleaning
- a. HEPA vacuum all horizontal surfaces at the end of the working day and when all work that disturbs painted surfaces has been completed.
 - b. HEPA vacuum or collect by hand all gross debris and paint chips from the poly sheeting.
 - c. Remove wrap in poly and dispose of the 2x4's used for curbing or HEPA vacuum them before leaving the containment area.
 - d. Mist the poly sheeting and fold dirty side inward.
 - e. Secure the poly sheeting with tape or place in a heavy duty contractor waste bag properly goose-neck sealed.
 - i. Poly sheeting cannot be moved to a new location or reused and must be properly disposed of after being used.
 - f. Conduct a visual inspection of the entire work area before leaving the site
 - g. No paint chips or debris are allowed to be left in the work area.
 - h. The work area must be completely clean before taking down the barrier line or before leaving at the end of each day if work will continue.

NOTES: -

I am responsible for the containment requirements at this site.

(Signature) _____ Date _____



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 course 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 an 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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