

CITY OF MILWAUKEE

DEPARTMENT OF PUBLIC WORKS

CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR
TRANSPORTING AND RECYCLING OF
WHITE GOODS CONTAINING REFRIGERANTS
IN THE CITY OF MILWAUKEE

OFFICIAL NOTICE NO. 102-1-2014

August 8, 2014

City of Milwaukee
Department of Public Works
Room 501 – Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202-3684

INVITATION TO BID

Commissioner of Public Works
Phone: 414-286-3314

OFFICIAL NOTICE NO. 102-1-2014

Sealed bids for the TRANSPORTING AND RECYCLING OF WHITE GOODS CONTAINING REFRIGERANTS in the City of Milwaukee are due at the Department of Public Works **Contract Office**, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684 no later than Monday, August 25, 2014 at 10:30 A.M.

IMPORTANT

This bid is your offer to perform or supply the subject matter under “DESCRIPTION” below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 102-1-2014, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

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

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

The bid must be signed as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid proposal must bear the corporate seal.

Bid security hereinafter specified must be submitted with your bid. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

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

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

CITY OF MILWAUKEE
Department of Public Works

CITY OF MILWAUKEE SPECIFIC
OFFICIAL NOTICE NO. 102-2014

Sealed bids will be opened on Monday, August 25, at 10:30 A.M. for the TRANSPORTING AND RECYCLING OF WHITE GOODS CONTAINING REFRIGERANTS in the City of Milwaukee, on the bid form furnished by and in accordance with plans, specifications, contract documents, and proposed form of contract on file in the Office of the Department of Public Works, Room 506, Municipal Building, Milwaukee, Wisconsin.

Bid Security Required: Bond, certified check, or cashier's check: \$500.00.

IMPORTANT NOTICE: The Invitation to Bid, all bid documents and the Plans and Specifications for the listed project(s) are all available electronically on the DPW website AS WELL AS **on the Bid Express Website**. At this time, Bids can be submitted using either Bid Express OR by purchasing and submitting paper bids in the usual manner. However, Bidders are strongly encouraged to utilize the electronic and/or Bid Express methods of obtaining bid documents and Bid Express for submitting bids, as in the near future the Department of Public Works intends to have bid documents available only electronically and through Bid Express, *and to accept bid submittals only via Bid Express*. Electronic documents can be obtained via <http://mpw.milwaukee.gov/bids/docs/102-2014>. The Bid Express website is located at bidexpress.com. Any required addenda or response related to listed projects will be posted on both the DPW and Bid Express websites. At this time there are still a limited number of hard copies of the bid documents available at the address listed below. IF YOU ONLY PRINT THE DOCUMENTS FROM THE DPW WEBSITE PLEASE CALL 414-286-3314 TO HAVE YOUR COMPANY'S NAME AND CONTACT INFORMATION PLACED ON THE PLAN HOLDER'S LIST.

Plans and project manual will be furnished to the prospective bidders upon payment of a \$10.00 non-refundable fee in room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202. For general questions call 414-286-3314.

A \$10.00 per set additional non-refundable fee is required to obtain bid documents by mail. Plans are sent via U.S. mail unless other arrangements are made by the contractor.

PROSPECTIVE BIDDERS ARE TO CAREFULLY EXAMINE AND REVIEW ALL AFORESAID DOCUMENTS AND MATERIALS BEFORE SUBMITTING BID.

The bid must be signed as set forth in the Instructions to Bidders and must also comply with all the requirements therein set forth, or it will not be considered.

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

Tie bids, when the lowest ones, will be decided by the Commissioner of Public Works. No bid may be withdrawn for a period of forty-five (45) days after the date fixed for the opening of bids.

If the apparent low bid provides for the City to pay the Contractor, then the successful contractor will be required to furnish with the executed contract a Performance Bond to the City in the amount of the unit price bid multiplied by 3,000.

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS published herein and at:
http://mpw.milwaukee.gov/services/bids_home

Signed:

GHASSAN KORBAN
Commissioner of Public Works

PUBLISH SIX (6) TIMES INSERTION WITHOUT FAIL, Friday, August 8, 2014

INSTRUCTIONS TO BIDDERS

I. PROPOSALS

Each Proposal shall be typed, legibly written or printed in ink on the form provided in this bound copy of proposed contract documents. No alterations in Proposals or in the printed forms shall be permitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the Proposal when submitted.

Each Proposal shall be enclosed in a sealed envelope or wrapping, addressed to the Department of Public Works, identified on the outside with the words "Transporting and Recycling of White Goods Containing Refrigerants" and filed with the Commissioner of Public Works, Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.

II. PROPOSAL GUARANTEE

Each proposal shall be accompanied by a bid security in the amount of \$500.00. The required security must be in the form of certified check, cashier's check or bid bond issued by a surety authorized to conduct business in the State of Wisconsin.

The bid security shall be prosecuted in the name of the City of Milwaukee and judgment recovered thereon for the full amount of penalty thereof as liquidated damages in any court having jurisdiction if the Proposal is accepted and a contract based thereon is awarded and the bidder shall fail to enter into a contract in the form prescribed with legally-responsible sureties within ten (10) days after such award is made by the City.

III. RELEASE OF PROPOSAL GUARANTEE

The Proposal Guarantee of each unsuccessful bidder will be released when bidder's Proposal is rejected. The Proposal Guarantee of the bidder to whom a contract is to be awarded will be released when bidder executes a contract and files a satisfactory bond (if required under section XI). The Proposal Guarantee of several other bidders may be retained for a period not to exceed forty-five (45) days pending the execution of the contract and bond by the successful bidder.

IV. WITHDRAWAL OF BID

A bidder may withdraw his/her Proposal any time prior to expiration of the period during which Proposals may be submitted by a written request signed in the same manner and by the same person(s) who signed the Proposal. No bid may be withdrawn within a period of forty-five (45) days after the date fixed for opening bids unless with the express written approval of the Commissioner.

V. ACCEPTANCE AND REJECTION OF BIDS

The Commissioner of Public Works reserves the right to reject any or all bids and to select the bid considered most advantageous to the City.

VI. SIGNATURES OF BIDDERS

Each bidder shall sign his/her Proposal using his/her usual signature and giving bidder's full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall bear the corporate seal and shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation.

VII. INTERPRETATION OF CONTRACT DOCUMENTS

If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the Proposal form, specifications, or other proposed contract documents, he/she may submit to the Commissioner a written request for an interpretation thereof. All requests must be submitted by August 14th, 2014 by 4:30 pm to allow sufficient time for the City to respond. The person submitting the request shall be responsible for its prompt delivery. Submission may be made electronically to rick.meyers@milwaukee.gov or by hard copy to the DPW contracts office at the address in section I. Reference Official Notice 102-2014.

Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be posted to the website and may be delivered electronically to each person obtaining a set of contract documents from the City or registered on the plan holder's list. The City will not be responsible for any other explanations or interpretations of the proposed contract documents.

VIII. QUALIFICATIONS OF BIDDERS

The successful bidder(s) will need to present evidence to the Commissioner of Public Works that they have:

1. Certification of Wisconsin Department of Natural Resources training in refrigerant handling/disposal.
2. A minimum of six (6) months experience in disposal of white goods containing refrigerants according to Wisconsin Department of Natural Resources regulations.
3. Financial responsibility.
4. Adequate equipment, appropriately licensed and an organization capable of carrying out the work of loading, transporting, and recycling of white goods containing refrigerants, without interruption, during normal working hours (Monday-Friday, 7:00 A.M. – 3:00 P.M. except legal holidays observed by the City of Milwaukee).

IX. BIDS TO REMAIN OPEN

All bids shall remain open for forty-five (45) days after the day of the bid opening or until award of the contract, whichever occurs first.

X. LEGAL REQUIREMENTS

All bids shall be based upon compliance with all existing state and federal laws, City ordinances and rules and regulations of state and federal regulatory agencies. Future amendments to laws, ordinances or regulations shall not serve as justification for termination of the contract.

XI. PERFORMANCE BOND

The bidder(s) to whom a contract is awarded will be required to furnish a Performance Bond to the City unless the bid amount results in no payment by the City to the Contractor. The amount of the Performance Bond shall be the unit price bid multiplied by 3,000. The initial bond shall be for the period of three (3) years commencing with the date of the contract. The bond shall be executed on the form included in the contract documents by a surety company authorized to do business in the State of Wisconsin and acceptable as surety to the City.

Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.

XII. CONTRACT DOCUMENTS

It is understood and agreed that the Official Notice for Bids, Instructions to Bidders, Proposal, Contract Agreement, Performance Bond, Specifications, Addenda and subsequent Change Orders issued by the City are each included in this contract, and the work shall be done in accordance therewith.

XIII. DEFINITIONS

Words, phrases or other expressions used in these contract documents shall have meanings as follows:

- a. "Contract" or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.
- b. "City" shall mean the City of Milwaukee, acting through its Commissioner of Public Works and Commissioner's duly authorized agents. All notices, letters and other communication directed to the City shall be addressed and delivered to the Commissioner of Public Works, Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.
- c. "City of Milwaukee" shall mean any and all areas within the corporate limits of the City of Milwaukee.
- d. "Commissioner" shall mean the Commissioner of Public Works of the City of Milwaukee.
- e. "Contractor" shall mean the corporation, company, partnership, firm or individual named and designated in the Contract Agreement or the duly authorized representative.
- f. "Date of Contract", or equivalent words, shall mean the date written on the Contract Agreement.
- g. "The services" shall mean the services to be furnished under the contract and the carrying out of all obligations imposed by the contract documents.
- h. "Department of Public Works" or "DPW" shall mean the Commissioner of Public Works or the Commissioner's duly authorized representative.
- i. "Operations Division" shall mean the Director of the Department of Public Works Operations Division or the Director's duly authorized representative.

XIV. BASIS FOR CONTRACT AWARD

The bid is structured so that the bidder may bid either to charge the City for the services based on the unit price, or to pay the City for the services based on the unit price. The contract shall be awarded to the highest responsive qualified bidder on the basis of the high bid determined by the unit price if the bid calls for the Contractor to pay the City. If there are no bids calling for the Contractor to pay the City, the contract shall be awarded to the lowest responsive qualified bidder on the basis of the low bid determined by the unit price if the bid calls for the City to pay the Contractor. In accordance with Chapter 365 of the Milwaukee Code of Ordinances, a Local Business Enterprise (LBE) program is applicable to this bid. To this end, an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%.

XV. SPECIAL INSTRUCTIONS TO BIDDERS

The bidders shall acquaint themselves with the specifications in order that they may be satisfied that all terms and conditions can be met at the time of award. All vehicles and equipment necessary to carry out the contract shall be available on the effective date of the contract as hereinafter provided. Each bidder shall furnish with own bid all qualifying evidence as specified herein:

- a. Bid security and affidavit of no interest.
- b. Proof of ownership to satisfy requirements for vehicles and/or equipment.

All such evidence designated in Item XV.b. shall be confidential and not available to the general public or other bidders.

All insurance and performance bond requirements shall be satisfied and a contract executed by the Contractor and Contractor's bonding company within ten (10) days after notice of award has been given in order that the services specified may be provided effective the contract award date.

**SPECIFICATIONS FOR
TRANSPORTING AND RECYCLING OF
WHITE GOODS CONTAINING REFRIGERANTS
IN THE CITY OF MILWAUKEE**

I. GENERAL

These Specifications, together with the Official Notice, Instructions to Bidders and the Contract Agreement, define the terms of contract between the City of Milwaukee and private Contractor for the transporting and recycling of white goods containing refrigerants in the City of Milwaukee. The term of contract shall be as specified in the Proposal. Bidders can qualify for this contract only upon presenting evidence that they can meet the qualifications as set forth in Section VIII of the Instructions to Bidders.

II. LOADING, TRANSPORTING, AND RECYCLING SERVICE

Whenever the Department of Public Works shall order to be removed any white goods containing refrigerants, the Contractor shall load, transport and dispose of such white goods in a manner in accordance with all applicable provisions of Wisconsin Statutes, Milwaukee Code of Ordinances and any other applicable legislative enactments. Such loading and transporting services shall be provided during the period Monday through Friday, between the hours of 7:00 A.M. and 3:00 P.M. except legal holidays observed by the City of Milwaukee. This Contract does not involve pick up service to individual households. The contract is for servicing DPW yards where white goods containing refrigerants are dropped off and consolidated.

The below chart, **Table 1**, shows the past five years of data regarding white goods containing refrigerants picked up at the two City of Milwaukee Self Help Centers.

Table 1: White Goods with Refrigerants, City of Milwaukee Self Help Centers 2009-2013

	Refrig.	AC Units	DH Units	Freezers	Other	Total Units	Total Pounds	Total Tons	Total Pickups
2013	755	574	1,142	0	61	2,532	184,440	92.22	80
2012	720	638	854	0	43	2,255	177,440	88.72	98
2011	854	532	1,013	0	39	2,438	230,800	115.40	95
2010	1,165	923	1,167	3	33	3,291	314,400	157.20	93
2009	2,072	1,222	1,333	3	27	4,657	489,600	244.80	110
5-yr average	1,113	778	1,102	1	41	3,035	279,336	140	95
% by unit type	37%	26%	36%	0%	1%	100%			

The above historical data is for informational purposes only. The City of Milwaukee Department of Public Works makes no claim or guarantee as to future quantities.

III. INSURANCE

Contractor shall secure and maintain throughout the duration of the Contract insurance of such types and in such amounts as may be necessary to protect itself and the interests of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be required to be acceptable to the City; but regardless of any City review, it shall be the responsibility of Contractor to maintain adequate insurance coverage at all times. Failure of Contractor to maintain adequate coverage shall not relieve contractor of any contractual responsibility or obligation. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on the Contract. The Contractor must notify the City of any changes of cancellation of insurance coverage within ten (10) days of the change.

A. Worker's Compensation and Employer's Liability.

This insurance shall protect Contractor against all claims under applicable state worker's compensation laws. Contractor shall also be protected against claims for injury, disease, or death of employees which for any reason may not fall within the provisions of a worker's compensation law. The liability limits shall not be less than the following:

Worker's compensation.	Statutory
Employer's Liability:	
By accident	each accident: \$100,000
By disease	each employee: \$100,000
.	policy limit: \$500,000

B. Comprehensive Automobile Liability.

This insurance shall be written in comprehensive form and shall protect Contractor and the City against all claims for injuries to members of the public and damage to property of others arising from Contractor's use of motor vehicles and shall cover operation on or off the site of all motor vehicles licensed for highway use whether they are owned, non-owned, or hired. The liability limits shall not be less than the following:

Bodily Injury	Per Occurrence: \$1,000,000
Property Damage	Per Occurrence: \$1,000,000

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

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

C. General Liability.

This insurance shall be written on a commercial general liability form which shall protect Contractor and the City for those sums Contractor becomes legally obligated to pay as damages because of bodily injury, personal injury or property damage. The limits applicable to the commercial general liability policy shall not be less than the following:

Bodily Injury/Property Damage	
	Each Occurrence: \$1,000,000
Aggregate	\$1,000,000
Personal Injury	Per Person: \$1,000,000
Aggregate	\$1,000,000

Coverage must be on an occurrence basis – claims-made will not be accepted.

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.

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.

D. Umbrella.

This insurance shall be written to protect Contractor and the City against all claims in excess of the underlying general liability, automobile and employers’ liability coverages. The umbrella limits shall not be less than the following:

Limit of Liability Aggregate: \$5,000,000

The City must be listed as an additional insured under the umbrella.

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

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

Insurance companies must be acceptable to City and must have a current A.M. Best rating of A-VIII or better.

Written proof of required insurance coverage must be on file with the Commissioner before work may be performed. The City shall be named as an additional party insured on policies for coverage, and such policies and certificates shall bear the following endorsements:

"Includes coverage indemnifying and holding the City of Milwaukee, its officers, and agents harmless from any and all injuries and/or property damage resulting or arising from any single injury or act on the part of Contractor, Contractor's agents, or employees, as specified in Section 5-28 of the Milwaukee Code of Ordinances.”

It shall be specifically understood that in no event shall the City be liable for any occurrence, act, or circumstance which results in liability to others and which is not directly related to the negligence of the City.

In the event Contractor permits the coverage required to lapse, then the contract shall terminate, and Contractor shall be liable for any and all damages which the City has sustained by virtue of such termination.

IV. NOTIFICATION OF PICKUP AND RECYCLING SERVICE REQUIRED

A. Notice

When DPW orders the pickup of white goods containing refrigerants, such order shall be relayed to the Contractor by telephone or email as provided in these Specifications.

B. Contractor Response

The Contractor, upon notification by the Department of Public Works, shall within 24 hours of such order, pick up white goods containing refrigerants and transport them to his/her location. Additionally, the Contractor shall process such white goods containing refrigerants according to Wisconsin Department of Natural Resources regulations. If the Contractor is late in response to such notification, the Contractor will be subject to late reporting penalties (See Section XIV).

V. EQUIPMENT REQUIREMENTS

A. Vehicles

Each vehicle used for pickup of white goods containing refrigerants must have current valid vehicle registration affixed to the vehicle and must be in compliance with all Wisconsin Department of Transportation vehicle requirements at all times.

B. Equipment requirements

All equipment used for the processing, recycling, and disposal of white goods containing refrigerants shall have all necessary permits and/or licenses as required by Federal, State and local regulations.

C. Ownership

To qualify for a contract, the bidder shall furnish evidence of ownership or lease for the vehicles and/or equipment proposed in the Bid Proposal. Subcontracting is prohibited.

D. Inspection

The condition of all vehicles and equipment used in the performance of this contract shall be subject to inspection and approval by the Department of Public Works before an award of contract is made.

VI. RECYCLING/DISPOSAL PROCEDURES

- A. The Contractor shall provide the Department of Public Works with a telephone number at which the Contractor shall be accessible to the Department of Public Works between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, except legal holidays observed by City of Milwaukee.
- B. White goods containing refrigerants shall be picked up from the following DPW locations upon order of the DPW Operations Division as provided in the contract:

6660 N. Industrial Road
3879 W. Lincoln Avenue

These locations may be changed at the discretion of the City.

- C. The Contractor shall weigh all such white goods containing refrigerants which are picked up from each above location on the City-owned scales at those locations and shall maintain a record, broken down by type (e.g. refrigerators, air conditioners, etc.), of the number and weight of all such white goods containing refrigerants which have been picked up.
- D. Recycling/disposal of white goods containing refrigerants shall be in full compliance with the laws and statutes of the State of Wisconsin and applicable local ordinances.

VII. RATES AND PAYMENT

A. Bid Rates

The bidder shall state, in words and figures, the price per unit to be paid by the Contractor to the City or the price per unit to be paid by the City to the Contractor for loading, transporting, and recycling of white goods containing refrigerants, which shall be the contract price for the first year of the contract. Unit prices may be adjusted up or down after the first year of the contract upon mutual agreement between the Contractor and the City.

B. Payment

If the contract calls for the Contractor to pay the City, the Contractor shall remit payment to the Department of Public Works monthly during the period of the contract. Such payment shall specify the time period covered, the number, by type and total weight of units picked up and disposed of at each location and the amount paid. Partial months will be pro-rated for day's service provided.

Unit prices may be adjusted up or down after the first year of the contract upon mutual agreement between the Contractor and the City.

C. Prompt Payment Policy

The City of Milwaukee adopted an ordinance relative to Prompt Payment as follows:

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.

VIII. CONTRACT TERM

The term of the contract shall be the period of three (3) years commencing October 1, 2014 or with the date of the contract, whichever is later. The contract may be extended for up to two (2) one-year extensions, by mutual agreement between the City and the Contractor.

IX. LIVING WAGE HOURLY RATES

- A. In accordance of Section 310-13 of the Milwaukee Code of Ordinances, the Contractor agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than \$10.10 per hour. Currently, Section 310-13 requires that on March 1, 2015, and each March 1 thereafter, the minimum hourly wage shall be adjusted to the amount required to produce, for 2080 hours worked, an annual income equal to the average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor shall be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage. No contractor may use the living wage requirement to reduce the wage paid to any person employed by the contractor.
- B. The Contractor agrees to make a sworn report or affidavit, within 10 days following the Contractor's completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report or affidavit from every subcontractor employed by the Contractor, to the Department of Public Works regarding every person employed on or under this contract or subcontract. Such affidavit or report shall include, but not be limited to, for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and pension trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employee has been paid in full the amount of not less than \$10.10 per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.
- C. If any documents submitted to the Department of Public Works by the Contractor contain any false, misleading or fraudulent information, or if the Contractor fails to comply with the provisions of s. 310-13 of the Milwaukee Code of Ordinances, the Department may:
 - 1. Withhold payments on the contract;
 - 2. Terminate, suspend, or cancel the contract in whole or in part;

3. After a due process hearing, deny the Contractor the right to participate in bidding on future city contracts for a period of one year after the first violation is found and for a period of three years after the second violation is found; or
4. Any other remedy available to the City at law or in equity.

D. Right to Appeal.

Any service contractor or service contract employee who objects to any decision or action of the Department of Public Works relative to application or enforcement of this ordinance may appeal such decision to the Administrative Review Appeals Board.

X. PERFORMANCE

Prompt and efficient service on the part of the Contractor will be required. Failure to pick up white goods containing refrigerants within 24 hours of notification by the DPW Operations Division shall be reason for review and termination of the contract by the Commissioner.

XI. REVIEW

The City reserves the right to review the services performed for compliance with the contract documents. The Contractor shall furnish all reasonable assistance required for the proper review of services.

Such review shall not relieve the Contractor from any obligation to monitor and perform the services strictly in accordance with the contract documents.

XII. SUPERVISION OF SERVICES

Supervision of the services under this contract shall be provided by the Commissioner of Public Works through duly authorized representatives. The initial City DPW representative shall be:

Rick Meyers
Resource Recovery Program Manager
City of Milwaukee DPW – Sanitation
841 N Broadway, Rm 620
Milwaukee, WI 53202

The Contractor shall designate a representative in charge who shall be fully authorized to act for the Contractor and to receive whatever orders may be given for the proper provision of the services or notices in connection therewith. At the outset of the contract, the Contractor shall notify the Commissioner of Public Works of the name of the representative in charge and any subsequent changes shall be promptly reported.

XIII. COOPERATION

The Contractor shall cooperate with all persons involved in the provision of the services, including such City employees and other persons as required by these specifications. Any complaint relative to the actions of the Contractor shall be promptly reported to the Commissioner for investigation.

XIV. PENALTY FOR LATE REPORTING

When the Contractor fails to respond to notification by the DPW Operations Division within twenty-four (24) hours of such order, a damage amount may, at the discretion of the Commissioner, be billed to Contractor or deducted from Contractor payments.

XV. RIGHT OF CITY TO TERMINATE CONTRACT

In the event of default by the Contractor, or if this contract is assigned by Contractor without the written consent of the City, or if the Contractor is adjudged bankrupt, or if at any time the City determines that the performance of services under this contract is being unnecessarily delayed, or that the Contractor is violating any of the conditions of this contract, or that Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said contract, then the Commissioner may serve written notice upon the Contractor and Contractor's surety of the City's intention to terminate this contract in forty-eight (48) hours.

If during the term of this contract or extension thereof the Contractor or any of Contractor's duly elected officers, if it be a corporation, is charged in a warrant with a felony, the Commissioner acting on behalf of the City of Milwaukee shall reserve the right to suspend the operation of the Contractor under this contract pending the determination of such criminal action, if the Commissioner deems it necessary for the best interests of the City.

XVI. COVENANT AGAINST CITY EMPLOYEE BENEFITS

The Contractor shall warrant that no person, officer, or official directly in the employ of the City of Milwaukee shall be permitted any share or part of this contract or any fee, commission, percentage, privilege, benefit or other thing of value arising from issue of said contract. In the event of any breach or violation of this warranty, the Commissioner shall have the right to annul the contract without liability or obligation of any kind.

This limitation of benefits, however, shall not be construed to extend to the general welfare and safety of the employees and citizens of the City of Milwaukee.

XVII. DISCRIMINATORY PRACTICE PROHIBITED

In accord with Section 109-15, Milwaukee Code of Ordinances, no person properly qualified shall be willfully discriminated against by the Contractor by reason of age, race, color, creed, sex, sexual orientation, national origin or ancestry in the hiring, publication of employment opportunity, receiving or application for employment or training or tenure or terms of conditions of employment.

XVIII. EMPLOYEES OF CONTRACTORS

Any employee of the Contractor who is found to be unqualified or who willfully, negligently, or ignorantly fails to perform employee's duties or assignments, or is disobedient or abusive to the public, a fellow employee, the Commissioner, the Commissioner of Health, the Chief Police, or their representatives shall, upon written order from the Commissioner, be removed from performance of any services under this contract.

XIX. CHANGES IN CONDITIONS

The Commissioner may, at any time without notice to the surety, by written order make any change in the services within the general scope of the contract including but not limited to:

- A. Manner of performance or procedure.
- B. Directions and instructions.
- C. Employee qualifications.

No such written order shall be construed to entitle the Contractor to any claim for adjustment in rates or equity.

XX. TAXES, LICENSES AND PERMITS

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the City or Contractor in connection with the services included in this contract and Contractor shall obtain and pay for all licenses, permits, certificates of authority and inspections required for the services.

The Contractor shall provide the City annually with copies or proofs of appropriate licenses, permits, certificates of authority and inspections as may be required by law to perform these services.

B I D

City of Milwaukee
 Department of Public Works
 Room 501 - Frank P. Zeidler Municipal Building
 841 North Broadway
 Milwaukee, Wisconsin 53202

Bids Close: **Monday, August 25, 2014 at 10:30am**

Submit bids to: City of Milwaukee
 Department of Public Works **Contract Office**
Room 506, 841 North Broadway
 Milwaukee, Wisconsin 53202.

The undersigned _____
(A Corporation) (A Partnership) (An Individual)
(use one)

of _____
Street City Zip Code Telephone Number

hereby proposes to furnish work, material, labor and services as set forth in the description in the Invitation to Bid at and for the prices hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, Detail Specifications, Special Provisions, Addenda's, if any, and Plans for this particular project on file in the office of the Commissioner of Public Works, and if successful, hereby agrees to enter into a contract with the City of Milwaukee with such sureties as required and set forth in the aforesaid documents for the performance of said contract (said contract form being on file in the office of the Commissioner of Public Works), and in accordance with the terms and conditions set forth in the contract documents, to-wit: written agreement, official notice, invitation to bid, bid, instructions to bidders, detail specifications, special provisions, special conditions when applicable, plans, schedule of fixed prices, supplemental agreements and all addenda.

In case of obtaining the award, the undersigned bidder anticipates using, subject to the approval of the Commissioner, the following subcontractors, with the class of work to be performed by each, which list should not be added to nor altered without the written consent of the Commissioner:

Name of Proposed Subcontractors	Class of Work	Amount	Check Box If EBE

ACKNOWLEDGEMENTS PAGE

Official Notice No. _____
Project No. _____

SMALL BUSINESS ENTERPRISE PROGRAM, RESIDENT PREFERENCE AND APPRENTICESHIP PROGRAM REQUIREMENTS

In submitting this bid, the bidder acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the City's requirements as outlined in the SMALL BUSINESS ENTERPRISE PROGRAM (SBE), the Resident Preference Program and the Apprenticeship Program provisions. The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for SBE participation on this project is 0 %

The bidder's commitment for Resident Preference Program Participation on the project is 0 %

The bidder's commitment for Apprenticeship Program participation on this project is:
Apprentice(s) from _____ of the following trade(s) are to be employed.

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

This bidder understands that if they are the successful bidder and the contract is awarded, that pursuant to Sec. 7.14, Milwaukee City Charter, 1971 Compilation, as amended, failure to execute and to deliver the contract or to furnish the required insurance and the required security within ten (10) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

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

We acknowledge the receipt of Addenda _____ to _____ inclusive.

Bidder assures the City and acknowledges that the Official Notice, Special Provisions, if any, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Addenda, if any, and Plans of this particular project have been read and has a full understanding of the provisions therein.

THE UNDERSIGNED BIDDER, being familiar with the conditions to be met and fully understanding the extent and character of the work covered by this Bid and all other factors and conditions affecting or which may be affected by the work.

HEREBY SUBMITS THE FOLLOWING PROPOSAL FOR TRANSPORTING AND RECYCLING OF WHITE GOODS CONTAINING REFRIGERANTS IN THE CITY OF MILWAUKEE, AND AGREES TO EXECUTE THE PROPOSED CONTRACT AND FURNISH THE REQUIRED BOND FOR THE SERVICES, AS PROVIDED IN OFFICIAL NOTICE NO 102-1-2014, FOR A TERM OF THREE (3) YEARS AND FOR THE PAYMENT/PRICE SET FORTH HEREIN.

NOTE: The Bid should be for either Alternative A (the Contractor will pay the City), or Alternative B (the City will pay the Contractor), but not both. (A zero cost bid can be entered in either one.)

A) FOR TRANSPORTING AND RECYCLING OF WHITE GOODS CONTAINING REFRIGERANTS IN THE CITY OF MILWAUKEE the Contractor will pay the City the sum of \$_____ per unit (payable monthly)
figures
_____ per unit (payable monthly)
words

OR

B) FOR TRANSPORTING AND RECYCLING OF WHITE GOODS CONTAINING REFRIGERANTS IN THE CITY OF MILWAUKEE the City will pay the Contractor the sum of \$_____ per unit (payable monthly)
figures
_____ per unit (payable monthly)
words

The bid price shall be entered in figures and written out in words. In case of variation, the written price shall prevail.

The undersigned Bidder deposits herewith an approved licensed surety corporation Bid Bond in the amount of FIVE HUNDRED DOLLARS (\$500.00) and hereby agrees that in the event the undersigned Bidder shall fail to execute in quadruplicate the contract with approved licensed surety corporation bound thereto and return the same to the Office of the Commissioner of Public Works within ten (10) calendar days after the date appearing upon the written notice of bid acceptance by the Commissioner or extension thereto as the Commissioner may deem reasonable, then such bond shall be prosecuted in the name of the City of Milwaukee and judgement recovered thereon for the full amount of the penalty thereof as liquidated damages in any court having jurisdiction of such actions, otherwise the Bid Bond shall be void.

**SIGNATURE PAGE – IMPORTANT – THREE(3) SIGNATURES ARE REQUIRED
OR BID WILL BE CONSIDERED NONRESPONSIVE.**

Rev. 2/2012

Official Notice No. _____

Project No. _____

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Special Provisions, schedule of fixed prices, Addenda, and Plans of this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

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

Telephone No. _____

Fax No. _____

Address _____

 (City, State, Zip Code)



Signed per _____

(Manual **signature required**)

MUST BE SIGNED

Official Capacity _____

BID DATED _____

M/W/S/BE Contractor: Yes/Designation: _____
 No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

If a foreign corporation, are you licensed to do business in Wisconsin? _____

**SWORN STATEMENT OF BIDDER
 AS REQUIRED BY
 SECTION 66.0901 (7) WISCONSIN STATUTES**

I, being first duly sworn at _____
 (City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.



MUST BE SIGNED

Signature

(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20____

Notary Public, _____ County

State of _____

 (Notary Signature)

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of: _____

County of: _____

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

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

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Commissioner of Public Works or any person interested in the proposed Contract; and

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

(Check One) _____
Signature of :

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Signature

My commission expires _____, 20_____.

Disclosure of Ownership

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must **ONLY** be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**

(A) The contractor, or a shareholder, officer or partner of the contractor:

(1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Name of Business

Street Address or P O Box	City	State	Zip Code
---------------------------	------	-------	----------

Name of Business

Street Address or P O Box	City	State	Zip Code
---------------------------	------	-------	----------

Name of Business

Street Address or P O Box	City	State	Zip Code
---------------------------	------	-------	----------

Name of Business

Street Address or P O Box	City	State	Zip Code
---------------------------	------	-------	----------

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer

Signature of Authorized Officer	Date Signed
---------------------------------	-------------

Name of Corporation, Partnership or Sole Proprietorship

Street Address	City	State	Zip Code
----------------	------	-------	----------

If you have any questions call (608) 266-0028

IMPORTANT

This bid is your offer to perform and supply the subject matter under “DESCRIPTION” below, according to the terms, conditions, and stipulations set forth in this Invitation to Bid, Specific Official Notice No. 102-1-2014, Specific Contract Stipulations and Terms, Detailed Specifications, and all attachments. Attachments include:

- **Attachment 1:** Service Contract Wage Provisions and the Affidavit of Compliance (*This is to be submitted after a bidder’s bid is accepted, and the related work has begun*)
- **Attachment 2:** Disclosure of Participation in or Profits Derived from Slavery by Contractors. (*This is to be submitted after a bidder’s bid is accepted, along with the signed contract, but only if applicable*)
- **Attachment 3:** “Licensed Surety Corporation Bid Bond” document, and Bid Bond Envelope. (*The aforementioned bid bond document must be submitted with the bid unless the bid security is met through a certified check or cashier’s check instead.*)
- **Attachment 4:** Local Business Enterprise (LBE) Provisions, Affidavit of Compliance, and Business Property Location Form. (*The aforementioned affidavit and property location form must be submitted with the bid if contractor is certifying as an LBE for this contract.*)

Attachment 1: Service Contract Wage Provisions and the Affidavit of Compliance

Period Starting: _____
Period Ending: _____

**CITY OF MILWAUKEE
PRIME CONTRACTOR AFFIDAVIT OF COMPLIANCE
WITH WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

STATE OF _____)
) SS. Project Name _____
_____ County) DPW Contract No. _____

I, _____, being duly sworn, state that:

- I am the _____ of _____, a _____
(State)
Corporation, partnership, or individual of _____,
(Circle one) (City, Village, Township) (State)
and make this affidavit pursuant to the provisions of Chapter 310-13 of the Milwaukee Code of Ordinances.
- I have recently performed work or completed the work required under the terms of the contract dated _____,
with the City of Milwaukee, Department of Public Works and make this affidavit in order to obtain partial/final payment.
- I have fully complied with the wage and hour requirements for every employee as set forth in the above-referenced contract and paid
overtime rate (1-1/2 times) for any work over forty (40) hours per week. There has not been, nor is to be, any rebate or refund of any
part of said wages paid to the employee.
- I have received similar evidence of compliance with the contract wage rates from each of my (if any) subcontractors who worked on this
project.
- I have full and accurate records which clearly show the name, trade or occupation, and home address of every worker that I employed in
connection with the work on this project, as well as the hours worked and actual wages and fringe benefits paid to such workers. These
records will be kept at _____ in the custody of _____, whose address
and telephone number are _____. These payroll records and evidence of compliance set in Paragraph 4
will be retained and made available for inspection for a period of at least **seven (7)** years following the completion of the project and will
not be removed without prior notification to the commissioner of Public Works.

<u>Title</u>	<u>Officer Name</u>	<u>Address</u>
<u>President</u>	_____	_____
<u>Vice President</u>	_____	_____
<u>Secretary-Treasurer</u>	_____	_____

Subscribed and sworn to before me this _____
Day of _____, _____

(Notary Signature)

Notary Public, State of _____

(Contractor Signature)

My commission Expires: _____

Attachment 2: Disclosure of Participation in or Profits Derived from Slavery by Contractors

PLEASE NOTE: Effective May 31, 2014, only Contractors whose company was established during the slavery era need to complete the following Affidavit prior to entering into a contract.



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

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

Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14. **NOTE: Effective May 31, 2014, Contractors whose company was established during the slavery era, whether or not subject to competitive bidding, shall complete this Affidavit prior to entering into a contract.**

Please check one:

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

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

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

Authorized Signature: _____
Printed Name: _____ Date: _____

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

Notary Public Signature

Printed Name

My commission expires: _____

(SEAL)

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

Attachment 3: “Licensed Surety Corporation Bid Bond” document, and Bid Bond Envelope

**CITY OF MILWAUKEE, WISCONSIN
DEPARTMENT OF PUBLIC WORKS
LICENSED SURETY CORPORATION BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we,

.....

of
(Street and Number) (City) (State)

as principal and of
(Home Office)

as surety are held and firmly bound unto the City of Milwaukee, Wisconsin, hereinafter called City in
the penal sum of

..... Dollars,

to be paid to the City: its successors and assigns, for which payment well and truly to be made, we bind
ourselves, and our heirs, executors, and, administrators, or successors and assigns, as the case may be,
jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal is making a proposal in writing dated
20, to the Commissioner of Public Works of the City, according to Official Notice No
20, of said Commissioner for furnishing all material, equipment, labor and everything necessary
for the completion of the work of...

according to plans, specifications and the other contract documents on file in the office of said
Commissioner, a copy of which proposal is by reference made a part hereof, and the said proposal is
accompanied with this bond.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal
shall execute the contract in quadruplicate, in accordance with the proposal as accepted, with
approved licensed surety corporation bound thereto for the faithful performance and proper fulfillment

of such contract, and return the same to the office of the said Commissioner within the time limit specified in said proposal, then the above obligation shall be void, otherwise it shall be and remain in full force and effect.

In witness whereof, the above bounden parties have executed this instrument under their several seals at Milwaukee, Wisconsin, this day of 20, the name and corporate seal of each corporate party being hereto affixed and this instrument signed by its duly authorized representative.

Bidder Witnesses

..... (Seal)
(Bidder)

.....
.....

By
(Name and Title)

Surety Witnesses

.....
(Surety)

.....
.....

By
(Attorney-in-Fact or Agent)

(Seal of Surety)

Name of Surety Contact Person _____ and Phone Number _____
(Please Print)

Attachment 4: Local Business Enterprise Provisions and forms

**City of Milwaukee
Department of Public Works
Local Business Enterprise Provisions**

I. General:

- A. In accordance with Chapter 365 of the Milwaukee Code of Ordinances, the application of a Local Business Enterprise (LBE) program is required in all contracting activities of the Department of Public Works, unless contrary to federal, state or local law or regulation. To this end, the Commissioner of Public Works, as a contracting officer of the City, will apply an award standard in all bids so that an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%.
- B. Bidders seeking the Local Business Enterprise 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.
- C. Sanctions – If any document submitted to the city by a contractor under this chapter for the purpose of participating in any city contract contains false, misleading or fraudulent information, the Commissioner of Public Works, may direct the imposition of any of the following sanctions on the offending contractor:
 - 1. Withholding of payment.
 - 2. Termination, suspension or cancellation of the contract in whole or in part.
 - 3. Denial to participate in any further contracts awarded by the City.
- D. Penalty – Any person, firm or corporation knowingly engaging in fraud, misrepresentation or in any attempt, direct or indirect, to evade the provisions of this chapter by providing false, misleading or fraudulent information shall, upon conviction, forfeit not less than \$2,000 nor more than \$5,000 together with the costs of prosecution.
- E. Right to Appeal – All contracts awarded under ss. 7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with any applicable City Ordinances relating to the participation of Local Business Enterprises. Following the opening of any bid where the Commissioner has considered compliance with such City Ordinances, the Commissioner shall publish in an official City newspaper his or her determination as to the lowest responsible bidder. Any bidder who objects to the determination based on the consideration of such City Ordinances, may appeal the recommendation by filing a written appeal with the Commissioner within five (5) working days of the date of publication. The appeal shall state the specific objection to the determination, including supporting documentation, and specify an alternative determination. Any appeals that do not conform to this section shall not be considered. The Commissioner shall schedule a hearing before the Public Works Contract Appeals Committee which shall be comprised of the chair of the Economic Development Committee or his or her designee, and a member of the Economic Development Committee selected by the chair and the Director of Administration or his or her designee to be held within five days of receipt of the appeal. The Public Works Contract Appeals Committee shall have the authority by majority vote to affirm or set aside the determination of the Commissioner and their decision in this regard shall be final. In the event that a timely appeal meeting the requirements of this paragraph is not filed, or the Committee affirms the commissioner's determination following a timely appeal, the Commissioner shall make an award in accordance with his or her determination.

II. Definitions:

- A. Local Business Enterprise means a business which satisfies all of the following criteria:
1. Owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
 2. A residential address may qualify, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
 3. Leased property may qualify but only if 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. 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. Will perform at least 10% of the monetary value of the work required under the contract.

III. Local Business Enterprise requirement:

- A. Department of Public Works shall, unless contrary to federal, state or local law or regulation, apply an award standard in all bids so that an otherwise responsive and responsible bidder which is a Local Business Enterprise shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5%.
- B. If the bids of two or more Local Business Enterprises do not exceed the lowest bid by more than 5%, the contract shall be awarded to the Local Business Enterprise that submitted a bid that exceeded the lowest bid by the smallest amount.
- C. If a bid submitted by a non-Local Business Enterprise and a bid submitted by a Local Business Enterprise are identical, the contract shall be awarded to the Local Business Enterprise, even if the bids are only identical due to the 5% award standard provided for in this chapter.
- D. If two bids submitted by two Local Business Enterprises are identical, the winner will be determined in accordance with the process for tie-breakers as established by the city purchasing director.
- E. If the difference between the low bidder's amount and the lowest Local Business Enterprise amount is within 5% of the low bidder and exceeds \$25,000, then the provisions in section III-A shall not apply.
- F. Paragraph III-A shall only be applied to the "base bid".



DEPARTMENT OF PUBLIC WORKS
CONTRACT DIVISION

**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 affidavit of compliance will be the contractor's sworn statement that the business meets the following criteria:

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

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.

If applicable, initial here _____ if criteria in #3 above is satisfied.
Initial

(continued on next page)

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* TO:
DEPT. OF PUBLIC WORKS – ROOM 506
841 NORTH BROADWAY
MILWAUKEE, WISCONSIN 53202

