

CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR FURNISHING PLOW TRUCKS AND OPERATORS
FOR THE SUPPLEMENTAL CITY-WIDE SNOW PLOWING
FROM CITY STREETS

OFFICIAL NOTICE NO. 104-1-2015

Price: \$10.00 per copy

Ghassan Korban
Commissioner of Public Works
July, 2015

DEPARTMENT OF PUBLIC WORKS
 SPECIFIC OFFICIAL NOTICE NO. 104-1-2015

Important Notice:

The Invitation to Bid, all bid documents and the Specifications for the project listed will be available electronically to prospective bidders via http://mpw.milwaukee.gov/services/bid_notice?104-2015 AS WELL AS on the Bid Express Website at bidexpress.com. Bidders are strongly encouraged to utilize the electronic and/or Bid Express methods of obtaining bid documents as the Department of Public Works intends to solely use this method for future projects. Any required addenda or responses related to the listed project will be posted on said website. At this time, Bids can be submitted using either Bid Express OR by purchasing and submitting paper bids in the usual manner. There are a limited number of hard copies of the bid documents available at the address listed below. **If you only print the documents from the website and would like your company's name placed on the plan holder's list, please call 414-286-3314.**

Sealed bids will be opened **THURSDAY, AUGUST 20, 2015 at 10:30 AM** for **FURNISHING PLOW TRUCKS AND OPERATORS FOR THE SUPPLEMENTAL CITY-WIDE SNOW PLOWING FROM CITY STREETS** in the City of Milwaukee.

A limited number of copies of the bid documents are available and may be obtained at a non-refundable charge of ten dollars (\$10.00) at the Office of the Commissioner of Public Works, Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.

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

THERE ARE NO SBE OR RESIDENCY REQUIREMENTS INCLUDED IN THIS CONTRACT.

Bid Security Required: Bond, Certified Check, Cashier's Check or Cash to accompany bid: in the amount of Five Hundred Dollars (\$500.00). For those bids being submitted through BID EXPRESS and using a paper bond, the contractor may fax a signed/executed copy of the bid bond to the Department of Public Works Contract Office at 414-286-8110. **HOWEVER, THE FAXED COPY OF THE BOND MUST BE RECEIVED BY NO LATER THAN 10:30A.M. ON THE SAME DATE THAT THE BID IS DUE FOR THAT SPECIFIC OFFICIAL NOTICE or the bid will be considered non-responsive.** *The original bid bond document will then need to be submitted by the contractor to the Department of Public Works Contract Office, Rm 506, Municipal Building, immediately upon being notified that they are the apparent low bidder.*

The successful contractor will have to furnish with the executed contract a Performance Bond to the City in an amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) for each piece of equipment.

Corporate surety will be required on Performance and Bid Bonds. All applicable charter and statutory provisions and ordinances, all the provisions of this Official Notice, Invitation to Bid, General Conditions, Detailed Specifications, Special Provisions, Bid Proposal, Addendum, and Plans for this project and all other contract documents set forth in the Invitation to Bid will be incorporated and made part of the contract as if therein set forth in full.

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 45 days after the date fixed for the opening of bids.

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 TWO (2) TIMES, FIRST INSERTION WITHOUT FAIL, JULY 23, 2015

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. 104-1-2015

Sealed bids for **FURNISHING PLOW TRUCKS AND OPERATORS FOR THE SUPPLEMENTAL CITY-WIDE SNOW PLOWING FROM CITY STREETS** in the City of Milwaukee. Department of Public Works Contract Office, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684 no later than THURSDAY, August 20, 2015 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. 104-1-2015**, General Specifications, 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).*
 - **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.)*
 - **Attachment 3:** Licensed Surety Corporation Bid Bond document and Bid Bond Envelope. *(This must be submitted with the bid).*
 - **Attachment 4:** Vehicle Inspection Sheet
 - **Attachment 5:** List of Trucks Proposed by Contractor
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- 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 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 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.

INSTRUCTIONS TO BIDDERS

I. BID

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

Each Bid shall be enclosed in a sealed envelope or wrapping, addressed to the Department of Public Works, identified on the outside with the words "**Supplemental City-Wide Snow Plowing**" and filed with the Commissioner of Public Works, Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202. Bids not received on time will not be accepted and will be returned to the Bidder. Bidders are solely responsible for the timely delivery of bids.

II. BID GUARANTEE

Each Bid shall be accompanied by a Bid Guarantee in the amount of FIVE HUNDRED DOLLARS (\$500.00). The required security must be in the form of cash, a certified check, or a 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 Bid is accepted and a contract based thereon is awarded and the bidder shall fail to enter into a contract or fail to execute a performance bond in the form prescribed with legally-responsible sureties within ten (10) days after such award is made by the City.

III. RELEASE OF BID GUARANTEE

The Bid Guarantee of each unsuccessful bidder will be released when bidder's Bid is rejected. The Bid Guarantee of the bidder to whom a contract is to be awarded will be released when bidder executes a contract and files a satisfactory performance bond. The Bid 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 a performance bond by the successful bidder.

IV. WITHDRAWAL OF BID

A bidder may withdraw his/her Bid any time prior to expiration of the period during which Bid may be submitted by a written request signed in the same manner and by the same person who signed the Bid. 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 that is considered most advantageous to the City.

VI. SIGNATURE OF BIDDERS

Each bidder shall sign his/her Bid 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 Bid form, specifications, or other proposed contract documents, he/she may submit to the Commissioner a written request for an interpretation thereof. The deadline for submission of written questions is August 10, 2015 by 4:30pm. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be faxed, mailed, or delivered to each person obtaining a set of contract documents from the City. The City will not be responsible for any other explanations or interpretations of the proposed contract documents.

VIII. QUALIFICATION OF BIDDERS

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

- A. Experience in truck operations.
- B. Financial responsibility.
- C. Adequate plowing equipment, appropriately licensed operators, and an organization capable of 24-hour plowing service, 7 days per week.

IX. BIDS TO REMAIN OPEN

All bids shall remain open for forty-five (45) days after 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 in an amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) for each plow truck offered in the Bid. The initial bond shall be from the contract date to April 15, 2016. Each subsequent bond should be for a one (1) year period commencing April 15. The last month's standby rate per vehicle will be withheld from Contractor's March-April payment until the subsequent year's bond is furnished.

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. NO MINIMUM GUARANTEE ON NUMBERS OF PLOWING HOURS

Other than the minimum annual FIVE THOUSAND DOLLAR (\$5,000.00) guarantee listed in Section VII, E of the Specifications, the City offers no minimum guarantee of the amount of business or the frequency of demand for Contractor's service. Nothing in these specifications shall be construed to be otherwise, and no claims for additional compensation shall be considered. Services which are ordered and to be paid by the City shall be contingent upon appropriation of funds by the Common Council for this purpose.

XIII. CONTRACT DOCUMENTS

It is understood and agreed that the Official Notice for Bids, Instructions to Bidders, Bid, 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.

XIV. DEFINITIONS

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

"Fleet Operations" shall mean the Fleet Services Manager or his/her duly authorized representative.

"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 501, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.

"City streets" shall mean street roadways, bridges, Viaducts, and grade separations.

"Commissioner" shall mean the Commissioner of Public Works of the City of Milwaukee.

"Contract" or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.

"Contractor" shall mean the corporation, company, partnership, firm, or individual named and designated in the Contract Agreement or the duly authorized representative.

"Date of contract", or equivalent words, shall mean the date written on the Contract Agreement.

"GVW" shall mean gross vehicle weight as determined by truck manufacturer's rating.

"Sanitation Services" shall mean the Sanitation Services Manager or his/her duly authorized representative.

"The Work" shall mean the trucks, operators, facilities, and services to be furnished under the contract and carrying out of all obligations imposed by the contract documents.

XV. BASIS FOR CONTRACT AWARD

Plow truck contracts shall be awarded to the lowest responsive bidder(s) in sequence on the basis of the low bid determined by the grand total of the following: monthly stand-by rate multiplied by 5 months, plus the standard weekday hourly rate times 20 hours, plus the overtime rate multiplied by 30 hours.

XVI. 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. The full complement of trucks and operators shall be available to provide service on the effective date of the contract as hereinafter provided. Each bidder shall furnish with its own bid all qualifying evidence as specified herein:

- A. Bid Security and Affidavit of No Interest.
- B. Proof of ownership to satisfy requirements for self-owned trucks.
- C. Lease contracts or agreements relating to balance of trucks to satisfy full requirements.

To the extent allowed by law, all such evidence designated in Items B. and C. 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 beginning as close as possible to November 15, 2015.

Prior to award of a contract, Contractor shall be required to disclose to the Commissioner any other plowing contracts that Contractor now holds for which any portion of Contractor's plowing fleet may be encumbered.

DETAILED SPECIFICATIONS FOR
SUPPLEMENTAL CITY-WIDE SNOW PLOWING
FROM CITY STREETS

I. GENERAL

These specifications, together with all the contract documents, define the terms of contract between the City of Milwaukee and private contractor for plowing of snow from City streets. The term of the contract shall be as specified in the Bid. Bidders can qualify for contracts only upon presenting evidence that they can meet the qualifications as set forth in Section VIII of the Instructions to Bidders.

It is the intent of the contract documents to provide for the complete work under Sanitation Services superintendence and control. Contractor shall perform everything required to be performed and shall provide and furnish equipment, operators, dispatcher, records, facilities, and services necessary to carry out the work in accordance with the terms of the contract documents and at the prices set forth therein.

II. PLOWING SERVICE

Whenever the Commissioner shall, during the period of November 15 through April 15, order a plowing operation, Contractor shall have available and be able to provide on an hourly rental basis plow trucks at a minimum of two shifts of operators capable of City-wide plowing on a 24-hour-per day basis. Such trucks shall be furnished upon notice of the Fleet Operations and shall be dispatched to the prearranged assignment station and shall be subject to City-wide assignment. Contractor shall be required to monitor operations and furnish road service, fuel and relief operators for work shifts as necessary for the duration of the operation. All of the contracted number of vehicles must be available for City use, exclusively, during snow operations until released by the Department of Public Works.

During the snow season, Contractor shall notify Fleet Operations by telephone of any major breakdowns which will impact on the availability of units for plowing.

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 workers 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 PLOWING SERVICE REQUIRED

A. Notice

When a plowing is ordered in the period of November 15 through April 15 requiring the service of contract trucks to clear the City streets, Fleet Operations shall notify Contractor by telephone in advance of the time trucks are to report to their designated assembly points ready for plowing.

B. Contractor Response

Contractor, upon notification by Fleet Operations, shall immediately arrange for fully-fueled plow trucks to report to designated locations at the time specified. Subject to the direction of Sanitation Services in charge at the scene, the plow trucks shall be assigned and dispatched to routes or districts for snow plowing as required.

V. EQUIPMENT REQUIREMENTS

A. Trucks

Classification A plow trucks shall be a maximum of twelve feet (12') high, 26,000-36,999 GVW, and shall be equipped with power reverse plow mount with minimum blade length of ten feet zero inches (10'0") and have a minimum moldboard height of thirty-six inches (36").

Classification B plow trucks shall be a maximum of twelve feet (12') high, 37,000 GVW or above, and shall be equipped with power reverse plow mount with minimum blade length of eleven feet zero inches (11'0") and have a minimum moldboard height of thirty-six inches (36").

Plow trucks with automated liquid deicer dispensing systems shall be eligible to receive a premium payment at the end of the snow season .

The City reserves the right to select vehicles of a type and size which will suit the City's needs.

B. Vehicle Requirements

Each unit shall be so equipped with lights and safety devices as to satisfy Chapter 347 of the Wisconsin Motor Vehicle Code and revisions thereto. Each unit 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, including Trans 305, Standards for Motor Vehicle Equipment, Wisconsin Administrative Code. A copy of Trans 305 is on file with the Department of Public Works.

At all times while working for the City of Milwaukee, Contractor shall affix to each contract vehicle a magnetic sign stating "Contracted to the City of Milwaukee". The magnetic sign shall be prominently displayed on the cab of each piece of equipment. The magnetic signs will be provided by the City at the beginning of each operation and must be returned to the City at the end of each operation. The Contractor will be responsible for replacing lost signs at contractor's cost.

C. Cellular and Radio Communication

Every operator must possess a cellular phone or each vehicle must have an installed 2-way radio system capable of oral communication between operator and Contractor's dispatch center or assigned Sanitation District.

D. Ownership

To qualify for a contract, Bidder shall furnish evidence of ownership or lease for the trucks proposed in the Bid. Subcontracting without the written permission of the Commissioner of Public Works is prohibited.

E. Inspection

Equipment and operating condition of each complete truck shall be subject to inspection and approval by Fleet Operations at the time an award of contract is made. (See Attachment 2, Vehicle Inspection Sheet.) This equipment will be subject to an annual inspection prior to use in snow plowing and salting operations Any change of a truck will be subject to re-examination. Each piece of equipment approved for plowing shall be so certified with the application of an approved seal furnished by the City.

VI. MAINTENANCE OF EQUIPMENT

All trucks, salt sensor systems and plows covered by these specifications shall remain the property of Contractor and shall be fully maintained in first-class condition by Contractor at Contractor's own expense.

Contractor shall furnish all fuel and oil required and shall maintain the unit in good repair and shall be responsible for all costs incurred due to equipment breakdown and abuses which may occur under Contractor's superintendence while on heavy-duty assignment in the City plow fleet.

VII. RATES

A. Bid Rates

The bid rate shall include cost of equipment and operator on an hourly basis per truck.

B. Weekday-Plow Rates

On the Bid Form, the bidder shall quote a flat rate per hour for plowing. Rates bid shall apply regardless of the assignment location and shall apply to daytime plowing between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

C. Overtime Premium Rates

Contractor shall quote the premium rate which shall apply for weekdays for call out between the hours of 5:00 p.m. and 7:00 a.m., Monday through Friday, Saturdays, Sundays, and all holidays.

D. Pay Hours

Hours for pay purposes shall be determined on the basis of the log of reporting time to Sanitation District and discharge time by Sanitation District paid to the nearest one quarter (.25) hour. The pay hours for any truck forced out of service due to mechanical breakdown while engaged in the work shall be limited to the actual hours of productive work logged.

E. Minimum Annual Five Thousand Dollar (\$5,000.00) Guarantee

Contractor shall be paid for the total hours worked based on pay hours per Section VII. D. of the specifications, except that where the total annual pay plus the annual standby rate is less than \$5,000.00, the City will pay Contractor the difference between the actual amount paid and \$5,000.00. The minimum guarantee specified herein shall be considered to run from November 15th to April 15th of following year.

F. Maximum Allowable Standby Rate

The MAXIMUM ALLOWABLE MONTHLY STANDBY RATE SHALL BE SEVEN HUNDRED FIFTY DOLLARS (\$750.00). Any bid quoting a rate greater than Seven Hundred Fifty Dollars shall be considered non-responsive and will be rejected. The bidder shall quote monthly standby rates per truck. Such rates shall apply during the period of November 15th through April 15th, irrespective of any snow emergency.

G. Invoice

Contractor shall invoice the Commissioner monthly during the designated winter season for standby rate and any emergency service rendered under this Section. Such invoice shall specify the date and hours of each order and the aggregate for the month, if any. Samples of the billing format to be used will be provided by the City.

Prompt Payment In accordance with Common Council File 900859, the provisions of s. 66.0135, Stats., relating to prompt payment are modified as follows: The City of Milwaukee as a matter of policy shall strive to pay all invoices within 30 days. Payment to contractors will be deemed timely if the payment is mailed, delivered or transferred within 60 calendar days after receipt of a properly completed invoice (including all required attachments such as stored material forms, guarantees, manuals, as-build plans, etc.), or receipt and acceptance of the property or service, or the date of final completion as determined by the City when all corrective measures are complete on punch list items under the order or contract, whichever is later. If the City does not make payment by the 60th calendar day, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month, unless the City disputes the amount of the invoice. No interest will be paid on final payments of 10% of the contract or \$1,000, whichever is greater.\

VIII. CONTRACT TERM

The term of the contract shall be for a period of three (3) snow seasons commencing on the day the contract is fully executed in 2015 through April 15, 2016. This contract may be extended for up to two (2) one-year extensions by mutual agreement between the City and Contractor.

IX. ANNUAL ADJUSTMENT OF HOURLY BID RATE

During the term of the contract, the "Hourly Bid Rate" and "Stand-by Rate" shall be firm. The hourly bid rate for the contract extensions, if applicable, will be increased by the Consumer Price Index between the final year of this contract and any extension year(s). The City will use annual consumer price index effective July 30th of the extension year of the contract.

X. PERFORMANCE

Prompt and efficient service on the part of Contractor will be required. Failure to give prompt and efficient service shall be reason for review and termination of the contract by the Commissioner.

XI. INSPECTION OF WORK

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

Authorized representatives of the City shall be free at all times to perform their duties. Any attempted intimidation by Contractor or Contractor's employees shall be sufficient reason, if the City so decides, to terminate the contract.

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

XII. SUPERVISION OF WORK

Continuous supervision of all operations of the work shall be provided by the Sanitation Services Manager through duly authorized representatives. Contractor shall designate a representative in charge who shall be fully authorized to act for Contractor and to receive whatever orders may be given for the proper prosecution of the work or notices in connection therewith. At the outset of the work, Contractor shall deliver a list of the representatives in charge to the Commissioner, the Sanitation Services Manager and the Fleet Services Manager, and any subsequent changes shall be promptly reported.

XIII. COOPERATION

Contractor shall cooperate with all persons engaged in the work including City employees and other contractors of the City to obtain the standards of performance as required by these specifications. Any complaint of arbitrary action by Contractor shall be promptly reported to the Commissioner for investigation.

XIV. PRIORITY ON SNOW-RELATED SERVICE ORDERS

Contractor shall be given priority for call out for other snow-related activity when supplemental private sector equipment is required. Payment for this work shall be at rates established by the Commissioner.

XV. RIGHT OF CITY TO WITHHOLD STANDBY PAYMENT

When Contractor fails to furnish a truck(s) per the terms of the contract, the City reserves the right to withhold the entire monthly standby payment for any instance the truck(s) are not furnished.

XVI. RIGHT OF CITY TO TERMINATE CONTRACT

In the event of default by Contractor, or if this contract is assigned by Contractor without the written consent of the City, or if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed, or that 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 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 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 Contractor under this contract pending the determination of such criminal action, if the Commissioner deems it necessary for the best interests of the City.

XVII. COVENANT AGAINST CITY EMPLOYEE BENEFITS

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.

XVIII. DISCRIMINATORY PRACTICE PROHIBITED

In compliance with this contract, contractor agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories, and shall include a similar provision in all subcontracts relating to this contract. Contractor is required to include a similar provision in all subcontracts.

The Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. Contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the City pertaining to the provisions of the non-discrimination clause (Wisconsin Statutes section 111.31 et seq., and provisions of section 109-45 of the Milwaukee Code of Ordinances).

Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12101, et seq.

XIX. 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 **\$10.66** per hour. On March 1 of each year, the living hourly wage shall be adjusted to the amount required to produce, for 2,080 hours worked, an annual income equal to the U.S. Department of Health and Human Services most recent guidelines for 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 as of December 31, 1995.

- B. The Contractor agrees to prepare and submit whichever is requested, be it either or both of the following documents: A sworn report (DPW-6) every 3 months or an affidavit (Form J) within 10 days following the Contractor's completion of the contract/or yearly for any contract extension. Contractor will procure and submit like documentation from every subcontractor employed by the Contractor to the Department of Public Works regarding every person employed on or under this contract or subcontract. Said documentation shall certify that each and every employee has been paid in full the amount of not less than **\$10.66** 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.

XX. EMPLOYEES TO BE DISCHARGED FOR CAUSE

Any employee of 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 Sanitation Services Manager, the Fleet Services, or their representatives shall, upon written order from the Commissioner, be discharged from the work. No person in the direct employ of the City shall be gainfully employed in the work by Contractor.

XXI. CHANGES IN CONDITIONS

The Commissioner may, at any time without notice to the surety, by written order make any change in the work 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 Contractor to any claim for adjustment in rates or equity.

XXII. TAXES, LICENSES, AND PERMITS

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

OFFICIAL NOTICE NO. 104-1-2015

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: Thursday, August 20, 2015 at 10:30 AM Time and Date)

At: Department of Public Works, Room 506, Frank P. Zeidler Municipal Building,
 841 North Broadway, Milwaukee, Wisconsin 53202

To: Commissioner of Public Works
 City of Milwaukee
 Room 506 – Frank P. Zeidler Municipal Building
 841 North Broadway
 Milwaukee, WI 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, Addendas, 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 will employ, subject to the approval of the said Commissioner, the following subcontractors, with the class of work to be performed by each, which list shall 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

EMERGING BUSINESS ENTERPRISE, 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 Emerging Business Enterprise (EBE) Program, 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 EBE 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 N/A 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 BID FOR CITY-WIDE SNOW PLOWING FURNISHING PLOW TRUCK, PLOW TRUCKS WITH SALTERS, OPERATORS, AND EVERYTHING NECESSARY FOR THE COMPLETION OF THE WORK LISTED HEREUNDER AND AGREES TO EXECUTE THE PROPOSED CONTRACT AND FURNISH THE REQUIRED BOND FOR THE WORK, OFFICIAL NOTICE NO. 104-1-2015 FOR A TERM OF THREE (3) YEARS AND FOR THE PRICE SET FORTH HEREIN.

FOR FURNISHING PLOW TRUCKS AND OPERATORS FOR THE SUPPLEMENTAL CITY-WIDE SNOW PLOWING FROM CITY STREETS.

WEEKDAY PLOWING at and for the sum of \$ _____ per hour per truck
Figures
_____ per hour per truck
Words

OVERTIME PREMIUM at and for the sum of \$ _____ per hour per truck
Figures
_____ per hour per truck
Words

STANDBY RATE at and for the sum of \$ _____ per month per vehicle
Figures
_____ per month per vehicle
Words

MAXIMUM ALLOWABLE MONTHLY STANDBY RATE SHALL BE SEVEN HUNDRED FIFTY DOLLARS (\$750.00)

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.

All bid prices must be entered in words and in numerals. In case of variation, the words will prevail.

NOTE: In case of discrepancy between the total indicated in the bid and that obtained by adding the products of the quantities of work and the unit prices, the unit prices shall govern. Any errors found in the total indicated shall be corrected, and the contract award shall be made to the lowest responsible bidder based on the corrected total.

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

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

Rev. 2/2012

Official Notice No. **104-1-2015**

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 _____ SBE Contractor: Yes _____ 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 _____
(owner, partner, officer, representative, or agent)
of _____, 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

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(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 [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, 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), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project 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; or
 - (2) 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

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
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			
Authorized Officer Signature	Date Signed		
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

Attachment 1

**Service Contract Wage
Provisions and the Affidavit
of Compliance**

I. General

- A. In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to a minimum wage requirement is mandatory for all Department of Public Works' Service Contracts. The ordinance requires that all workers, permanent or temporary, employed in any work performed as part of a service contract, as defined in II B herein, awarded after December 31, 1995, shall receive and be paid a sum of not less than \$6.05 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 minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor as of December 31, 1995.**
- B. The Contractor agrees to prepare and submit whichever is requested, be it either or both of the following documents: A sworn report (DPW-6) every 3 months or an affidavit (Form J) within 10 days following the Contractor's completion of the contract/or yearly for any contract extension. Contractor will procure and submit like documentation from every subcontractor employed by the contractor to the Department of Public works regarding every person employed on or under this contract or subcontract. Said documentation shall certify that each and every employee has been paid in full the amount of not less than **\$10.66** 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. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the Contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the Contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed or if the contractor, prime or sub, submits any documents which contain any fake, misleading or fraudulent information or if the contractor or subcontractor fails to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below:
1. Withhold payments on the contract.
 2. Terminate, suspend, or cancel the contract in whole or in part.
 3. After due process, consider debarment of the contractor from bidding for a one-year period after the first violation and for a three-year period after the second.
 4. Any other remedy available to the City at law or in equity.

II. Definitions

- A. Professional Service Contract – any contract in which the majority of workers engaged in the performance of the contract perform work which:
1. Is predominantly intellectual and varied in nature, as opposed to work which involves routine mental, manual, mechanical or physical labor.

2. Requires advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher education or a hospital.
- B. Service Contract – any contract with the City for the provision of service to any City department or agency with a budget under the control of the Common Council which has a value exceeding \$5,000.00. Each bid specification or request for proposal (RFP) will be reviewed and a determination made as to whether the proposed contract constitutes a service contract. A service contract does not include any contract which involves the purchase of goods, a professional service contract, a Department of Public Works' contract regulated under S 309-25, a contract administered by the Office of Community Block Grant Administration (CDBG), or a contract with the Milwaukee Public Schools.

III Service Contract Utilization Requirements

- A. For every service contract as defined in II B above, the minimum hourly wage specified in I B above shall be kept posted by the contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of such contract. In addition, copies of the minimum hourly wage requirement shall be supplied to any person employed in the performance of a service contract at the request of such person and within a reasonable period of time after the request.
- B. The Department of Public Works will review and monitor all public works service contracts for compliance. Complaints from service contractors and service contract employees relating to compliance will be received and investigated by the Department with imposition of appropriate sanctions upon any contractor who provides false information or fails to comply with the provisions of this ordinance.
- C. Any person employed in the performance of a DPW service contract as defined in II B may, within one year from the date of an alleged failure to comply, fill a written complaint to the Department of Public Works regarding the failure. No service contractor may discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of a service contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.
- 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. The appeal shall be initiated in writing and sent to the Commissioner of Public Works. The appeal shall state the specific objection to the decision or action, include supporting documentation, and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair, and the Director of Equal Opportunities Disadvantaged Business Enterprise to be held within five (5) days of receipt of the appeal. The Committee shall have the authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final.

Attachment 2

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

NOTICE TO CONTRACTORS

PLEASE NOTE: Effective December 28, 2005, the City of Milwaukee adopted an ordinance relative to the disclosure of participation in or profits derived from slavery by contractors. All contractors awarded a contract on behalf of the City of Milwaukee, whether or not subject to a competitive bid, shall complete an affidavit prior to entering into the contract verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

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

<http://cc-codenew.milwaukee.gov/code/volume3/ch310.pdf>



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

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

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

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

Please check one:

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

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

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

Vehicle Inspection Sheet

Department of Public Works Operations Division – Fleet Section
Inspection Report for Plow Truck / Plow Truck with Salter

Date: _____ By: _____

Location: _____

Official Notice No.: _____ For: _____

Unit No.: _____ Make: _____ Year: _____ Color: _____

ID No.: _____ License No.: _____ GVW: _____

Title: _____ Leinholder: _____

Moldboard Height: _____ Plow Length: _____ Beacon: _____

Power Reverse Unit: _____ Headlights: _____ Turn signals: _____

Minimum 5 Yard V-Body Salt insert with closed loop material sensor system: _____

Brake Lights: _____ Clearance Lights: _____ Mirrors, left: ____ right: ____

Address for dispatcher: _____

Side lettering: _____

General Condition: _____ Acceptable: _____ Not acceptable: _____

Remarks: _____

<u>Deficiencies to be corrected:</u>	<u>Corrected by:</u>	<u>Date:</u>

I hereby certify that the plow truck / plow truck with salter has been Inspected / Re-inspected this date: _____ and find the unit in compliance (or) all deficiencies corrected.

Signed: _____ Print Name: _____

Attachment 5

List of Trucks Proposed by Contractor

