

**CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR
RESIDENTIAL ABATEMENT AND CITY OWNED VACANT LOT CLEANUPS**

**CITY OF MILWAUKEE
OFFICIAL NOTICE NO. 126**

Price: \$10.00 per copy

**Ghassan Korban
Commissioner of Public Works
November 20th, 2012**

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CITY OF MILWAUKEE
Department of Public Works
SPECIFIC OFFICIAL NOTICE NO. 126

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?126-2012. Any required addenda or responses related to the listed projects will be posted on said website. Bidders are encouraged to utilize this electronic method of obtaining bid documents as the Department of Public Works intends to solely use this method for future projects. At this time however, a limited number of hard copies of the above documents will also be available at address listed below. **IF YOU ONLY PRINT THE DOCUMENTS FROM THE WEBSITE AND WOULD LIKE YOUR COMPANY'S NAME PLACED ON THE PLAN HOLDERS' LIST, PLEASE CALL 414-286-3314.**

Sealed bids will be opened **TUESDAY, NOVEMBER 20, 2012 at 10:30 AM** for **RESIDENTIAL ABATEMENT AND CITY OWNED VACANT LOT CLEANUPS** 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. A \$10.00 per project 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 MATERIALS BEFORE SUBMITTING BID.

RESIDENCY REQUIREMENTS 40%

MWSBE REQUIREMENTS 18% of the contract base bid.
(Can be met with 18% SBE)

Bid Security Required: Bond, Certified Check, Cashier's Check or Cash to accompany bid in an amount of one thousand dollars (\$1,000.00)

The successful contractor will have to furnish with the executed contract a Performance Bond to the City in an amount of fifty thousand dollars (\$50,000.00).

The successful contractor will have to furnish with the executed contract a Payment Bond to the City in an amount of fifty thousand dollars (\$50,000.00).

Corporate surety will be required on Performance, Payment, 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://www.mpw.net/Pages/bids.html>

Signed: _____
Ghassan Korban
Commissioner of Public Works

PUBLISH SIX (6) TIMES, FIRST INSERTION WITHOUT FAIL, NOVEMBER 6, 2012

CITY OF MILWAUKEE
Department of Public Works
Room 501 – Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

INVITATION TO BID

Commissioner of Public Works
Phone: 414-286-3314

Official Notice No. 126

Sealed bids for the **RESIDENTIAL ABATEMENT AND CITY OWNED VACANT LOT CLEANUPS** will be received at the Department of Public Works, Contract Office, Room 506, Frank P. Zeidler Municipal Building, 841 N. Broadway, Milwaukee, Wisconsin 53202-3684, no later than **TUESDAY, NOVEMBER 20, 2012 at 10:30 A.M.**

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. 126, Specific Contract Stipulations and Terms, Detailed Specifications, and all attachments. Attachments include:

- **Attachment 1:** Invitation, Instructions, Terms and Conditions for Formal Bid and Contract (*In any instance in which Terms and Conditions found in this attachment differ from those set forth in the Specific Contract Stipulations and Terms, or Detailed Specifications, those Terms and Conditions found in the Specific Contract Stipulations and Terms, or Detailed Specifications, will prevail*)
- **Attachment 2:** Service Contract Wage Provisions and the Affidavit of Compliance (*This is to be submitted after a bid is accepted, and the related work has begun*)
- **Attachment 3:** Disclosure of Participation in or Profits Derived from Slavery by Contractors. (*This is to be submitted after a bid is accepted, along with the signed contract*)
- **Attachment 4:** Affidavit of Compliance with Wisconsin Statute 103.503 – Substance Abuse Prevention Requirements. (*This is to be submitted after a bid is accepted, along with the signed contract*)
- **Attachment 5:** “Licensed Surety Corporation Bid Bond” document, and Bid Bond Envelope. (*This must be submitted with the bid*)
- **Attachment 6:** Map of City of Milwaukee’s Sanitation Areas.

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.

DESCRIPTION: RESIDENTIAL ABATEMENT AND CITY OWNED VACANT LOT CLEANUPS ACROSS THE CITY OF MILWAUKEE.

Bid Security Required: Bond, Certified Check, Cashier's Check or Cash to accompany bid in the amount of One thousand dollars (\$1,000.00).

The successful contractor will have to furnish with the executed contract a Performance Bond to the City in an amount of Fifty thousand dollars (\$50,000.00).

The successful contractor will have to furnish with the executed contract a Payment Bond to the City in an amount of Fifty thousand dollars (\$50,000.00).

INSTRUCTIONS TO BIDDERS

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 **RESIDENTIAL ABATEMENT AND CITY OWNED VACANT LOT CLEANUPS**. The term of 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 IX of the Instructions to Bidders.

II. BIDS

Each Bid shall be typed, legibly written, or printed in ink on the form provided in this bound copy of contract documents. No alterations in Bids 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 " **RESIDENTIAL ABATEMENT AND CITY OWNED VACANT LOT CLEANUPS** " and filed with the Department of Public Works **Contract Office**, Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.

III. BID GUARANTEE

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.

Bid Security Required: Bond, Certified Check, Cashier's Check or Cash to accompany bid in the amount of One thousand dollars (\$1,000.00).

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 in the form prescribed with legally-responsible sureties within ten (10) days after such award is made by the City.

IV. RELEASE OF BID GUARANTEE

The Bid Guarantee of each unsuccessful bidder, if in the form of a check, 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 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 bond by the successful bidder.

V. WITHDRAWAL OF BID

A bidder may withdraw his/her Bid at any time prior to expiration of the period during which Bids 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.

VI. 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.

VII. SIGNATURE OF BIDDERS

Each bidder shall sign his/her Bid using bidder's 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.

VIII. 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, bidder may submit to the Commissioner, a written request for an interpretation thereof. 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, as well as posted online. The City will not be responsible for any other explanations or interpretations of the proposed contract documents.

IX. QUALIFICATION OF BIDDERS

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

1. An operational plan that demonstrates an organization capable of carrying out the work prescribed in these specifications, without interruption 7-days-per-week, including weekends.
2. A plan to dispose of the debris and various items found while doing cleanups. This shall include at least, plans to dispose of garbage, e-waste, tires, hazardous items, and construction debris.
3. Adequate communication equipment including a fax machine, email access, and telephones.
4. A garbage packer
5. A 2.5 ton dump truck
6. A pickup truck with a 4 yard capability

7. A skid steer
8. Some variation of the above equipment may be acceptable if it is able to achieve the same capacity.

X. 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.

XI. 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.

XII. SURETY

Corporate surety will be required on performance for this contract. All applicable charter and statutory provisions and ordinances, all the provisions of this official notice, invitation to bid, specific contract terms and stipulations, detailed specifications, special provisions, proposals, addendum and attachments to this contract, 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.

XIII. 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 Fifty thousand dollars (\$50,000.00). The initial bond shall be for the period of three (3) years commencing January 1, 2013 in the amount of Fifty thousand dollar (\$50,000.00). If the contract is extended, the bond will need to be extended as well. 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.

XIV. PAYMENT BOND

The bidder(s) to whom a contract is awarded will be required to furnish a Payment Bond to the City in an amount of Fifty thousand dollars (\$50,000.00). The initial bond shall be for the period of three (3) years commencing January 1, 2013 in the amount of Fifty thousand dollar (\$50,000.00). If the contract is extended, the bond will need to be extended as well. 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.

XV. CONTRACT DOCUMENTS

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

Submission of a bid on this project shall imply that the Bidder has examined the type of work upon which they are bidding and is aware of any existing and probably conditions under which they will be obligated to perform the work. Therefore, no extra charges will be allowed for failure of any Bidder to have examined the work description. Bidders who wish to be shown representative work may do so by contacting the Contract Administrator.

XVI. 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" shall mean the Commissioner of Public Works, or the Commissioner's duly authorized representative.
- I. "Sanitation Division" shall mean the Manager of the Sanitation Services Section of the Sanitation Division or the Manager's duly authorized representative.
- J. "Department of Neighborhood Services" shall mean the Commissioner of Neighborhood Services, or the Commissioner's duly authorized representative.

K. "Residential" shall refer to nuisance abatements or residential abatements performed on private lots.

L. "Vacant Lots" shall refer to City owned vacant lots.

XVII. BASIS FOR CONTRACT AWARD

The Contract shall be awarded to the lowest responsive qualified bidder on the basis of the low bid per cubic yard.

XVIII. NO MINIMUM GUARANTEE

The City offers no minimum guarantee of the amount of business or the frequency of demand for the contractor's service. Nothing in these specifications shall be construed to be otherwise, and no claims for additional compensation shall be considered. Services that are ordered to be paid by the City shall be contingent upon appropriation of funds by the Common Council for the purpose.

XIX. BOUND COPY OF CONTRACT DOCUMENTS

The bid or other bid forms can be removed from the bound copy of contract documents for submittal.

XX. DESCRIPTION OF THE CONTRACT

The work shall include, but not be limited to, the furnishing of all labor, materials, supervision, equipment and services, as may be deemed necessary or requested, to perform all cleanups related to abatement referrals for clean-up of Residential and City Owned Vacant Lots owned by either Private Residents or the City of Milwaukee or the Redevelopment Authority of the City of Milwaukee. Work shall include, but not be limited to, the removal and disposal of all refuse and debris from residential and City owned vacant lots.

The work shall consist of: the cleaning, removal, and disposal of debris from residential and City owned vacant lots; and the reporting of nuisance or hazardous conditions (i.e. falling structures, dead animals, broken hanging or branches, etc.) or situations needing to be brought to the attention of the Department of Public Works.

Debris shall be completely removed from the property parcel within seventy two (72) hours of the work order being issued, regardless the amount of debris present.

XXI. REGULATIONS OF THE CITY

The rights and privileges granted to the Contractor hereunder shall at all times be subject to the reasonable rules and regulations of the City as the same are now or may hereafter be prescribed through the lawful exercise of its power including but not limited to all applicable provisions of the City's policies and procedures as the same may be amended from time to time.

XXII. RIGHTS RESERVED BY THE CITY

A. **Labor Activity:** If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor resulting in the curtailment or discontinuance of the services under this contract, the City shall have the right during said period to have the services required be performed by others without liability by the City to the Contractor. If the services are being provided by others during such period, this contract shall be abated.

XXIII. 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.

XXIV. 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 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 an individual's affiliation with, or perceived affiliation with, any of these categories in the hiring, publication of employment opportunity, receiving or application for employment or training or tenure, or terms and conditions of employment.

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. MINIMUM HOURLY WAGE RATES

In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to a Minimum Wage Requirement is mandatory under this Contract. From and after March 1, 2012, all workers, permanent or temporary, employed in any work performed as part of this Contract shall receive and be paid a sum of not less **\$9.18** per hour. On March 1, 2013, and each March 1 thereafter throughout the term of this Contract, the minimum hourly wage shall be adjusted to the amount required to produce, for 2080 hours worked, an annual income equal to the U.S. department of Health and Human Services most recent poverty guideline for a family of three. Contractor may not use the Minimum Wage requirement of this subsection to reduce the wage paid to any person employed under this Contract.

XXVII. EMPLOYEES OF CONTRACTOR

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 of Public Works, the Manager of the Sanitation Division, the Commissioner of Neighborhood Services, the Chief of Police, or their representatives shall, upon written order from the Commissioner of Public Works, be removed from performance of any services under this contract.

XXVIII. INSURANCE & INDEMNIFICATION

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. Each insurance company must be rated at least A- VII by A. M. Best Company. Certificates of insurance, together with the underwriter thereof in each case shall be filed with the Commissioner before the effective date of contract. Such certificates shall provide a minimum of thirty (30) days written notice to the City before any policy covered thereby is changed or canceled.

A. Worker's Compensation and Employer's Liability

This insurance shall protect Contractor against all claims under applicable state worker's compensation laws. The liability limits shall not be less than the following:

Worker's compensation.....Statutory - minimum limits for employer's liability:

Bodily Injury by Accident.....	\$100,000 (each accident)
Bodily Injury by Disease.....	\$100,000 (each employee)
Bodily Injury by Disease.....	\$500,000 (policy limit)

B. Automobile Liability

This insurance shall be written on a business auto 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 whether they are owned, non-owned, or hired.

The liability limits shall not be less than the following:

Bodily Injury/Property Damage	
Each Accident.....	\$1,000,000

*Or limits required by the umbrella insurer.

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

*Or limits required by the umbrella insurer.

(To include contractual liability for risks assumed in this agreement. Requires removal of language in the definition of "Insured Contract" any obligation to indemnify a municipality for any reason, whether required by ordinance or not.)

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 coverage.

The umbrella limits shall not be less than the following:

Personal Injury/Property Damage

Each Occurrence/Aggregate.....\$2,000,000

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

The City shall be named as an additional insured on contracts providing coverage for Items B, C and D above via an endorsement, which shall read as follows:

"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 115-28 of the Milwaukee Code of Ordinances."

Certificates of insurance evidencing the required coverage in Items A through D for all the work shall be submitted to the City Attorney for approval, and shall be filed with the Commissioner before the effective date of the contract. Such certificates shall provide a minimum of thirty (30) days written notice to the City before any policy covered thereby is changed or canceled.

E. Indemnification

In case any action in court or proceeding before an administrative agency is brought against the City or any of its officers, agents or employees for the failure, omission or neglect of the Contractor to perform any of the covenants, acts, matters or things by this contract

undertaken, or for injury or damage caused by the alleged negligence of the Contractor, its officers, agents or employees, the Contractor shall indemnify and save harmless the City and its officers, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising, in whole or in part, out of such negligent action. The City shall tender the defense of any claim or action at law or in equity to the Contractor or Contractor's insurer to defend such claim or action without cost or expense to the City or its officers, agents or employees. The Contractor shall be solely responsible for the conduct and performance of services required under the terms and conditions of this contract and for the results there from.

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 for a period of more than twenty-four (24) hours, 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.

XXIX. MISCELLANEOUS PROVISIONS

- A. **Payment of Taxes:** The Contractor shall pay any taxes lawfully assessed against the Contractor arising out of its operations hereunder provided, however, the Contractor shall not be deemed to be in default of its obligations under this contract for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay the same after the ultimate adverse conclusion of such contest shall constitute a default.
- B. **Termination for the Convenience of the City:** Notwithstanding any other provisions of this contract, the City of Milwaukee shall have the absolute right to terminate this contract without cause upon giving 10 days written notice to the Contractor, in which event the management fee payable to the Contractor by the City of Milwaukee shall be paid only to the date of termination.
- C. **Contractor Status:** The Contractor is an independent contractor and shall have no authority, express or implied, to act for or bind the City by virtue of anything contained in this Contract. Nothing contained within the contract shall be deemed or construed by the City or the Contractor or by any third party to create the relationship of a partnership or a joint venture.
- D. **Remedies; Attorneys, Fees and Costs:** All remedies provided in this contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder. In the event that any legal proceedings at law or in equity arise hereunder or in connection herewith (including any appellate proceedings), the prevailing party shall be awarded costs, reasonable expert witness fees, reasonable attorneys' fees (including reasonable fees and charges for the services of paralegals or other personnel who operate for and under the supervision of such attorneys, and whose time is customarily charged to clients) and any other expenses incurred in connection with such legal proceedings.

- E. **Section Headings:** The section and paragraph headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision of this contract.
- F. **Binding Effect:** This contract shall be binding upon the parties hereto and their authorized successors.
- G. **Severability:** If any covenant, condition or provision of this contract is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.
- H. **Performance:** The parties expressly agree that time is of the essence in the performance of this contract and that the failure by the Contractor to complete performance within the time specified or within a reasonable time if no time is specified herein, shall relieve the City of any obligation to accept such performance.

XXX. RATES

A. Bid Rates

The bidder shall state, in words and figures, the per cubic yard charge. The contract price shall be adjusted in each subsequent year on the basis of change in the Consumer Price Index, for all consumer goods, for the City of Milwaukee, as provided in the contract.

The Contractor shall base their bid on the type(s) of material that may be present, such as brush, concrete, building material, tires, and other miscellaneous scattered debris which can come in any combination or amount. A per cubic yard unit price is what the bid should reflect. This price should include all costs associated with the collection, removal, proper disposal of all materials, and any related equipment costs.

In addition to the unit price per cubic yard, the Contractor shall receive a fixed trip charge of \$25.00 per trip, regardless of the amount of work performed. **Bidders shall NOT include this fixed charge in the unit price of their bids.**

B. Invoice

The contractor shall submit invoices within seventy-two (72) hours from the acceptance of work. Invoices must include documentation that services were completed as required by the contract, and the date(s) the services were completed. Contractor must include the twenty-five (\$25.00) trip charge in the invoice.

Invoices shall be subject to adjustment for work not performed, non-timely performance, gross or excessive overcharges, and damages, if any, for which contractor is liable, whether actual or projected. The City shall retain adjustments for projected damages until the actual cost of the adjustment can be determined.

Final payment is predicated upon a service performed as deemed acceptable by the City.

C. Prompt Payment Policy

The City of Milwaukee, as a matter of policy, shall strive to pay all timely and properly completed invoices within 30 days of submission. Payment to the vendor will be deemed timely if the payment is mailed, delivered, or transferred within 60 calendar days after receipt of a properly completed and undisputed invoice, or receipt and acceptance of the property or service 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.

D. Payment Monitoring Requirements

All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software.

Please contact the Office of Small Business Development (OSBD) should you have any questions or concerns regarding the training process at (414) 286.5553.

XXXI. CONTRACT TERM

The term of the contract shall be for the period of three (3) years commencing January 1, 2013. The contract may be extended for up to two (2) one-year extensions, by mutual agreement between the City and the contractor. If the contract is extended, the payment bond and performance bond required by this contract will also need to be extended or renewed so as to cover the contract extension period.

XXXII. PERFORMANCE

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

The Contractor shall provide to the City documentation that services were completed within seventy-two (72) hours of the contractor being notified of a work order.

XXXIII. 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.

XXXIV. SUPERVISION OF SERVICES

Supervision of the services under this contract shall be provided by the Manager of the Sanitation Division through duly authorized representatives. 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 Manager of the Sanitation Division of the name of the representative in charge, and any subsequent changes shall be promptly reported.

All work shall be subject to inspection or examination by the City at any and all times during or after the performance of said service, and at any and all places where such service is or has been performed. The City shall have the right to reject defective or otherwise unsatisfactory service, and require its correction. Rejected services shall be corrected in a timely manner and to the satisfaction of, and without charge to, the City.

XXXV. 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.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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. Also, the contractor must obtain any pay for all licenses, permits, certificates of authority, and inspections required for the services.

XXXIX. SPECIAL INSTRUCTIONS TO BIDDERS

The bidders shall acquaint themselves with the specifications to insure 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. All insurance and performance bond requirements shall be satisfied and a contract executed by the contractor and contractors 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.

**DETAILED SPECIFICATIONS FOR
RESIDENTIAL ABATEMENT AND CITY OWNED
VACANT LOT CLEANUPS IN THE CITY OF MILWAUKEE
OFFICIAL NOTICE NO. 126**

I. OVERVIEW

- A. **Scope of Work:** The work shall include, but not be limited to, the furnishing of all labor, materials, supervision, equipment and services as may be deemed necessary or requested to perform all cleanups related to abatement referrals for clean-up of Residential and City Owned Vacant Lots owned by either Private Residents, the City of Milwaukee, or the Redevelopment Authority of the City of Milwaukee. Work shall include, but not be limited to, the removal and disposal of all refuse and debris from residential, and City owned vacant lots.

The work shall consist of: the cleaning, removal and disposal of debris from residential and City owned lots; and also the reporting of nuisance or hazardous conditions (i.e. falling structures, dead animals, broken hanging or branches, etc.) or situations needing to be brought to the attention of the Department of Public Works.

Debris shall be completely removed from the property parcel within seventy two (72) hours of the work order being issued, regardless the amount of debris present.

In the past, some work has required the use of skid loaders to complete the clean ups. Please note that no special rate will be paid for skid loader time. Any use of skid loaders or other special pieces of equipment shall be included in the per cubic yard bid price.

There is no guarantee of work volume, however, the chart below outlines the number of residential abatements and vacant lot clean ups in 2010, 2011, and the first 6 month of 2012:

Year	Residential Abatements	Vacant Lot Clean Up
2010	4,488	1,564
2011	5,809	1,680

- B. **Locations:** All work is to be performed within the corporate limits of the City as divided into three areas; North, Central and South, as shown on the maps included with the bid specs.

Listings and a map showing current City owned vacant lots may be viewed in the Central Sanitation Office located at 1600 North 14th Street. Copies of the same will be supplied to the contractor upon commencement of the contract. At this time, there are approximately 3,000 City owned vacant lots.

- C. **Performance:** The Contractor shall provide to the City documentation that services were completed within seventy-two (72) hours of the contractor being notified of a work order. This documentation shall include the dates the work was performed, before and after pictures showing the work completed, and invoices for the services performed.
- D. **Basic Term:** The term of this Contract and all of the contractor's rights and obligations hereunder shall commence on January 1, 2013, and continue through December 31, 2015, hereinafter referred to as the "Basic Term," unless sooner terminated in accordance with the terms and provisions hereof.

- E. **Option terms:** If mutually agreeable to both parties, the term of this contract may be extended for up to two (2) additional one-year periods (hereinafter referred to as "option term") from and after the date of expiration of the basic term. The rates and fees may be renegotiated and revised prior to contract extension, for the option term. If either the Commissioner of Public Works or the contractor wish to extend the term of this contract for the option term, a written notice shall be given by the party to the other party no earlier than six (6) months and no later than three (3) months prior to the expiration of the previous term. The receiving party shall thereafter notify the initiating party in writing, within forty-five (45) business days after its receipt of the written request for extension of its acceptance or rejection of the request for an option term.
- F. **Contracts with the United States, the State of Wisconsin, the County of Milwaukee and the City of Milwaukee:** This contract shall be subject to all restrictions of record affecting the City and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the city, the county, the state and the United States of America, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the operation or maintenance of the City properties, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for future development. All provisions hereof shall be subordinate to the right of the United States to occupy or use the City facilities or any part thereof, during time of war or national emergency.
- G. **Penalties and Liquidated Damages:**
- a. **Work Not Performed:** In the event the Contractor fails to execute the work with such diligence as to insure its completion in accordance with the work requirements, the City may procure the services of another contractor (secondary Contractor) to complete the work. The primary Contractor and their sureties shall be financially liable for the work not performed, including the difference between the primary and secondary Contractor's bid price, plus a \$250.00 administrative fee for each occurrence. Differential costs paid to the secondary contractor for the work not performed, as well as the administrative fee, shall be deducted from the primary Contractor's outstanding invoices or otherwise invoiced. If after reassignment of work, the primary Contractor continues to demonstrate inability to perform work in accordance with contract requirements, the primary Contractor will be considered in default and the contract will be terminated.
 - b. **Non-timely performance:** Any work not completed within the required seventy-two (72) hour period after a Notice to Proceed is issued, without an approved time extension or City observed holiday, shall be subject to reassignment to a secondary contractor. The primary Contractor and their sureties shall be financially liable for the work not performed, including the difference between the primary and secondary Contractor's bid price, plus a \$100.00 administrative fee. Differential costs paid to the secondary contractor for the work not performed, as well as the administrative fee, shall be deducted from the primary Contractor's outstanding invoices or otherwise invoiced.
- H. **Annual Price Increase:** The contract price shall be adjusted in each subsequent year on the basis of change in the Consumer Price Index, for all consumer goods, for the City of Milwaukee, as provided in the contract. This change will take effect on January 1st of each year. The CPI increase will apply ONLY to the per cubic yard rate, NOT to the trip charge.
- I. **Equipment:** The Bidder shall complete and submit a list of equipment on hand as it relates to the execution of this contract. The list shall include the make, model, identification number, type, quantity, and owner/title holder for each piece of equipment. This list must be provided to the City yearly or upon renewal of the contract.

All equipment used in conjunction with work performed under this contract shall display signs stating: "Contracted to the City of Milwaukee".

The Contractor assumes all responsibility in observing all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of this contract.

- J. **Permits:** The Contractor assumes all responsibility for obtaining and paying for any certificates, permits, and all other documents required by municipal, state, or federal authorities for the work to be performed legally.
- K. **Disposal of items:** Part of this work requires the proper disposal of items and debris collected from the abatement sites. Prospective bidders should understand what is and is not allowed into landfills, and the respective costs of such. These costs should be included in the per cubic yard fee.

The Contractor is expected to know and understand current municipal, state, and federal regulations as related to the handling and disposal of waste. The Contractor will be required to comply with these regulations at all times. Failure to comply with these regulations can result in the termination of the contract.

- a. **Electronic Waste (e-waste):** Under current state regulations, e-waste (ie. computers, televisions, etc.) cannot be mixed with other garbage and must be disposed of separately. As part of this contract, the bidder shall bring all e-waste collected to one of the City's two self help sites for disposal. The hours of the self help sites vary.
- b. **Tires:** Under current state regulations, tires may not be disposed of in a landfill. As such, tires must be disposed of separately. The City will NOT be responsible for the disposal of tires as part of this contract.

II. PERFORMANCE REQUIREMENTS OF THE CONTRACTOR

- A. **General Requirements:** The Contractor agrees to operate in accordance with the terms and conditions of this contract. The policy of the City is to serve the public in the best and safest possible manner, and the Contractor agrees that both it, its employees, and agents shall at all times cooperate to this end.
- B. **Work Standards:** All ordered work is to be completed within seventy-two (72) hours of notice of the work order. Any addition or elimination of work orders shall be at the sole discretion of the Commissioner of Public Works, or their designee. All lots shall be cleaned of visible debris including, but not limited to, paper, glass, brush, building material, construction debris, tires, e-waste, residential garbage, and other miscellaneous debris. All cleaning and disposal shall be the responsibility of the Contractor. All bags or other collection materials shall be removed from the property by the end of the work day. Failure to clean the lot will result in a stop work order until litter, debris, and other material removal is completed. A \$100.00 fee will be assessed for each incident of leaving trash bags on site overnight or using other City containers for disposal that are not the property of the Contractor.
- C. **Contractor Employees:** Contractor shall maintain an adequate level of employees for timely performance of these activities.

All Contractor employees or personnel working under the direction of the Contractor in the execution of this contract must be fully clothed and wear all safety apparel or equipment as required by federal, state, and local laws and regulations.

- D. **Damage to City of Private Property:** The Contractor shall be held liable for any and all property damage and/or injury or harm to persons resulting from work that is performed under this contract.
- E. **Replacement of Damaged Property:** The Contractor shall be responsible for the replacement of any damaged property, whether privately or publically owned that may be damaged due to improper or careless performance of designated abatement activities. In such case, the City shall specify when replacement is to be made. Any costs for examining damage done by the Contractor shall be paid by the Contractor.
- F. **City Holidays:** In the event of a City holiday, the City can grant extra time for completing work. Current City holidays include: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving and Friday after, Christmas Eve and Christmas Day, and New Year's Eve.
- G. **Contractual Disputes:** If the Contractor has a claim against the City, whether for money or other relief, the Contractor shall give written notice of intent to file a claim within forty-eight (48) hours of the occurrence on which the claim is based, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the Contractor shall submit an invoice for final payment within seven (7) calendar days after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, the Contract Administrator shall make a decision regarding the resolution of claims. Under no circumstances may the Contractor suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the Contractor shall have an affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with the City.
- H. **Company Personnel Standards and Resource Commitment:** Only qualified personnel shall supervise and perform maintenance services in this contract. If in the City's sole discretion any of the Contractor's personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the Contractor shall, upon notice from the City, remove any such personnel and replace them with satisfactory personnel. Furthermore, the Contract Administrator may require replacement of Contractor's supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation.

The Contractor shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The City retains the right to require the Contractor to halt all work activities until such conditions are resolved. Contractor's failure to resolve any and all conflicts to the satisfaction of the Commissioner of Public Works, or their designee, shall be considered a breach of contract, and subject to termination.

III. SIGNATURES OF BIDDING PARTIES

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), furnish the required performance bond, and meet such insurance requirements as may be required, within 10 days after the receipt of the official notice of award.

1. 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.
2. 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, Attachments, and Plans of this particular project have been read and has a full understanding of the provisions therein.
3. Further, by signing this bid, bidder hereby agrees to all of the terms and conditions also found in the "Invitation, Instructions, Terms and Conditions for Formal Bid and Contract" and "Terms and Conditions for Services and Contracts"

Award will be made in total to the lowest responsible and responsive bidder able to comply with the specification and the specified date of operation implementation.

Department of Public Works
City of Milwaukee

SERVICE CONTRACT WAGE REQUIREMENT PROVISIONS

I. GENERAL

- A. In Accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to a Minimum Hourly 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 service contract, as defined in section B 2 herein, awarded after December 31, 1995, shall receive and be paid a some of not less than \$6.05 per hour. **On March 1, 1996, and each March 1 thereafter throughout the term of this Contract, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the U.S. Department of Health and Human Services most recent poverty guideline for a family of three. **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 an affidavit, Form DPW-J, within ten (10) days following the Contractor's completion of this contract, and to procure and submit a like affidavit from every subcontractor employed by Contractor, to the Department of Public Works, regarding every person employed on or under this contract or subcontract. Said affidavits shall certify that each and every employee has been paid in full the amount of not less than **\$9.18** 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 Contractor is not in compliance with the specifications, the Commissioner of Public Works will notify 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 Contractor from bidding on future contracts for a period of one year after the first violations 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 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 requirements 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.

IV. 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.

**City Of Milwaukee
Department Of Public Works**

Minority/Women/Small Business Enterprise (MWSBE) Provisions

I. General

- A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Minority/Women/Small Business Enterprise (M/W/SBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified MWSBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. For the purchase of Professional Services the requirement is 18%. To that end, the Commissioner of Public Works, as a contracting officer for the City, requires all bidders to utilize MWSBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve a minimum 18 % MWSBE participation.
- B. The prime contractor shall prepare and submit accurate and timely MWSBE utilization forms and reports to the Department of Public Works. The reports shall include, but not be limited to, Compliance Plan (Form A), monthly utilization (Form D), and MWSBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports to the Department of Public Works may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final MWSBE utilization reports and MWSBE subcontractor payment certification forms are on file with the Department of Public Works.
- 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, the Department of Public Works may take one or more of the actions listed below:
1. Terminate or cancel the contract, in whole or in part.
 2. Consider possible debarment of the prime contractor from bidding.
 3. Withhold payments on the contract.
 4. Any other remedy available to the City at law or in equity.

II. Definitions

- A. "MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE" (MBE), (WBE) or (SBE) means a small business concern that is 50% owned, operated and controlled by one or more individuals who are a minority, woman and/or a small business owner (who is at an "economic disadvantage"). The individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.
- B. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:
1. A sole proprietorship legitimately owned and operated and controlled by a minority, women or an individual at a disadvantage as defined in Chapter 370.
 2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities, women or individuals who are at a disadvantage and who own at least

50% of the beneficial ownership interests in the enterprise and who hold at least 50% of the voting interests of the enterprise eligible as defined in Chapter 370.

3. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority, woman or individual at a disadvantage and who own at least 50% of the outstanding shares and who hold at least 50% of the voting interests of the corporation eligible as defined in Chapter 370.

III. MWSBE Utilization Requirements

- A. Each prime contractor shall utilize MWSBE to a minimum of 18% on this contract. Note that the prime contractors shall be required to attain MWSBE participation on their base bid excluding specified allowances, alternatives, and change orders. MWSBE commitments relative to contract award shall be based upon the approved MWSBE Compliance Plan (Form A).
- B. The determination of MWSBE utilization shall be based on the following criteria:
 1. The firms identified as MWSBE by the prime contractor on the MWSBE Compliance Plan (Form A) must be certified by the Office of Small Business Development prior to bid opening.
 2. The prime contractor shall be credited for the entire expenditure to MWSBE firms only if all of the identified scope of work is performed directly by the certified MWSBE firm.
 3. The prime contractor shall be credited for the entire expenditure to MWSBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the MWSBE goals may be expended for MWSBE suppliers that do not manufacture products they supply.
 4. The prime contractor shall count toward the MWSBE requirement only those payments to MWSBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an MWSBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an MWSBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an MWSBE, the full amount of the work performed by that third tier MWSBE can be counted toward MWSBE participation. However, if the third party subcontractor is not an MWSBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-MWSBE subcontractor. MWSBEs are required to notify the Department of Public Works if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the MWSBE requirement. The Commissioner of Public Works will make the final determination and evaluation of whether the MWSBE is performing a commercially-useful function.
- C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. The completed MWSBE Compliance Plan (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder."
 1. Information on Form A shall include, but not be limited to:
 - a. The names, addresses, telephone numbers, MWSBE Certification designation and contact person names for the certified MWSBE contractors that will participate on the project as subcontractors or suppliers;

- b. A description of the scope of work to be performed by the MWSBE on this project; and
 - c. The MWSBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.
2. Listing an MWSBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the MWSBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.
 3. MWSBE participation is an element of bid responsiveness. Failure to meet the specified MWSBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent low bidder. Under certain circumstances, failure to meet specified MWSBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.
 4. Only MWSBEs that have been certified by the Office of Small Business Development may be listed on the MWSBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified MWSBE firms is maintained at:

Office of Small Business Development
200 East Wells Street
City Hall, Room 606
Milwaukee, Wisconsin 53202
Phone: (414) 286-5553
FAX: (414) 286-8752

- D. After execution of the contract, if for any reason an MWSBE cannot perform, the prime contractor shall contact the Commissioner of Public Works for approval to substitute another certified MWSBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-MWSBE firm may be substituted with the approval of the Commissioner of Public Works.
- E. If the prime contractor has a problem in meeting the MWSBE requirements or if any other problems relative to MWSBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.
- F. Certification from programs other than the Office of Small Business Development is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.
- G. 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 applicable City ordinances for participation of the Office of Small Business Development. Following the opening of any bid involving a determination under applicable City ordinances for participation of M/W/SBE, the Commissioner of Public Works shall make a written recommendation as to the lowest responsible bidder and notify all bidders by publication in an official City newspaper as to the content of the written recommendation. Any bidder who objects to the recommendation on grounds of determinations made under applicable City ordinances for

participation of M/W/SBE may appeal the recommendation on such grounds by filing a written appeal with the Commissioner of Public Works within five (5) working days of the date of publication. The appeal shall state the specific objection to the recommendation, 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 the Office of Small Business Development to be held within five (5) days of receipt of the appeal. The Committee shall have 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. In the event a timely appeal, meeting the requirements above is not filed, or the Committee affirms the Commissioner's recommendation following a timely appeal, meeting the requirements above, the Commissioner shall make an award in accordance with the recommendation.

H. Percentage of Required MWSBE Participation

- Construction 25%
- The Purchase of Goods and Services 25%
- The Purchase of Professional Services 18%

The following tables outline the specific types of Business Enterprises and the percentage requirement for particular contract types. Once the specific enterprise percentage listed below is met for a particular contract type the overall MWSBE percentage requirement may be met by using any other certified MWSBE

For example, a Construction contract requiring 25% MWSBE can be achieved by using an African American MWSBE for 5.57, an Asian American MWSBE for .07 and a WBE for 7.31. The remaining 12.05% can be met by using any certified MWSBE.

	Construction	Goods & Services	Professional Services
MBE			
African American Firms	5.57%		
Asian American Firms	0.07%		
Hispanic Firms		3.23%	
Native American Firms		0.17%	
WBE	7.31%	17.09%	
SBE	12.05%	4.50%	18%
TOTAL	25%	25%	18%

Rev. 1_31_12
MWSBE provisions 1_31_12

**City of Milwaukee
Department of Public Works**

Residents Preference Program Provisions

I. General

- A. In accordance with Chapter 309 of the Milwaukee Code of Ordinances, residents preference hiring is required for all construction contracting activities of the Department of Public Works. The ordinance requires that 40% of WORKER HOURS worked on a DPW contract be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City, except in special cases where the Commissioner of Public Works determines there is sufficient reason to impose lesser levels of participation. Further, the Commissioner of Public Works may increase the percentage of RESIDENT worker participation to more than 40% on specific contracts. For this contract, bidders are required to show that a minimum 40 % of WORKER HOURS will be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City. Up to one-third of required worker hours may be achieved by documenting the use of UNEMPLOYED or UNDEREMPLOYED RESIDENTS on projects undertaken by the contractor where such compliance is not required, or by hiring UNEMPLOYED or UNDEREMPLOYED RESIDENTS on a full-time permanent basis for non-construction job categories connected to the project. Such adjustments must be proposed in an affidavit on a form provided by the department setting forth the facts upon which the request for adjustment is based.
- B. The contractor, prior to commencing work, shall submit an affidavit (Form I) for proof of residency for all employees utilized by the contractor and subcontractors to meet the Residents Preference Program requirements, stating that each employee is either UNEMPLOYED or UNDEREMPLOYED and is a RESIDENT of the City. The contractor shall prepare and submit accurate and timely resident utilization forms and reports to the Department of Public Works. Time Reports shall be submitted within ten (10) days following completion of work, or every three months, whichever comes first. The reports shall identify the name, address, race, gender, work classification, wage rates and hours worked of all employees utilized on the contract by the contractor and all subcontractors. Failure to submit the required forms and reports to the Department of Public Works may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until the summary of hours worked on the back of the Prime Contractor's Affidavit of Compliance is completed and on file with the Department of Public Works.
- 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 false, misleading, or fraudulent information, or if the contractor or subcontractor fail 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 or cancel the contract, in whole or in part.
 3. Consider possible debarment of the contractor from bidding for a period of up to two years.
 4. Any other remedy available to the City at law or in equity.

- D. The penalty for any person, firm, or corporation knowingly engaging in fraud, misrepresentation, or in any attempt directly or indirectly, to evade the provisions of this ordinance by providing false, misleading, or fraudulent information shall, upon conviction, forfeit not less than \$1,000 or more than \$5,000 together with the costs of prosecution and, upon default of payment, shall be imprisoned in the county jail or house of correction not to exceed 90 days, or until the forfeiture costs are paid.

II. Definitions

- A. RESIDENT – A person who maintains his or her place of permanent abode in the City of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the City. Mere ownership of real property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitations, the location where a person votes, pays personal income taxes, or obtains a driver’s license.
- B. UNEMPLOYED or UNDEREMPLOYED – a RESIDENT that has worked less than 1,200 hours in the preceding 12 months or has not worked in the preceding 30 days or, regardless of employment status, has household income at or below the federal poverty guidelines as adjusted by the Wisconsin Department of Public Instruction to define eligibility for reduced lunch in public schools. A RESIDENT will continue to qualify as unemployed or underemployed for five (5) years from the date he or she first participates in a contract under Chapter 309. If a RESIDENT becomes an apprentice for a contractor or becomes a participant in an on-the-job training program as determined by the City immediately after or in the course of performing on a particular construction contract, he or she shall continue to qualify as unemployed or underemployed for a period not exceeding 5 years from the date the person became an apprentice or participant in such on-the-job training program.
- C. WORKER HOURS – means the total hours worked on a construction contract by skilled and unskilled construction trade workers, whether those workers are employed by the contractor or any subcontractor. In determining the total worker hours to be furnished at a construction site, the number of hours devoted to all tasks customarily performed on a construction site shall be included, whether or not such tasks are performed on the construction site. “Worker hours” includes work performed by persons filling apprenticeships and participating in on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.

III. Residency Utilization Requirements

- A. The contractor shall utilize UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City in a minimum amount equal to the percentage of the WORKER HOURS stated in paragraph IA above.
- B. The contractor, by signing and submitting a bid, certifies that it understands the provisions of Chapter 309 and knows of and intends to comply with them, and shall ensure that all subcontractors are also informed.
- C. The contractor shall maintain, and shall ensure that all subcontractors maintain, personnel records listing the name, address, race and gender of all employees utilized for this contract and any records demonstrating that the employees utilized by the contractor in meeting the residency requirements are actual residents of the City. These records shall be maintained for seven (7) years after the contractor has received final payment under the contract and shall be made available to the Commissioner of Public Works upon reasonable notice.
- D. Compliance with these residency requirements is an element of bid responsiveness. Failure to meet the specified residency requirements will render the bid unresponsive, and the Commissioner of Public Works may then recommend the award to the next apparent low bidder.

- E. The City recognizes the following three organizations which can be contacted for access to trained or qualified workers from the City. Other organizations or sources of qualified RESIDENTS can be used at the bidder's discretion.
1. Milwaukee Urban League, located at 435 West North Avenue, Milwaukee, WI 53212. Telephone number 414-374-5850 Ext. 103, fax number 414-374-1995.
 2. Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208. Telephone 414-342-9787, fax number 414-342-3546.
- F. If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.
- G. 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 Emerging Business Enterprise Programs or requiring participation of City RESIDENTS. 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.

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Contractor Name

DPW Contract No.

Employee Affidavit
Residents Preference Program

I certify that I maintain my permanent residence in the City of Milwaukee and that I vote, pay personal income tax, obtain my driver's license, etc. at _____, Milwaukee, WI

(Address)

(Zip Code)

Residency status:

To verify my resident status, attached please find the following (check one)

- Copy of my voter's certification form.
- Copy of my last year's Form 1040.
- Copy of my current Wisconsin Driver's License or State ID.
- Copy of Other (i.e., Utility bill, Lease, etc.)

AND

Unemployment status:

I certify that I have been unemployed as follows: (Check those that apply)

- I have worked less than 1,200 hours in the preceding 12 months.
- I have not worked in the preceding 30 days.

OR

Underemployed status:

I certify that based on the attached chart (Income Eligibility Guidelines), I am underemployed.

Print Name

Sign Name

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day

Of _____, _____ A.D.

My Commission Expires _____.

Notary Public Milwaukee County

Income Eligibility Guidelines July 1, 2012 to June 30, 2013

Eligibility determination is based on household size and income.
Total income must be at or below the amounts in this table.

House- hold Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	20,665	1,723	862	795	398
2	27,991	2,333	1,167	1,077	539
3	35,317	2,944	1,472	1,359	680
4	42,643	3,554	1,777	1,641	821
5	49,969	4,165	2,083	1,922	961
6	57,295	4,775	2,388	2,204	1,102
7	64,621	5,386	2,693	2,486	1,243
8	71,947	5,996	2,998	2,768	1,384
9	79,273	6,607	3,304	3,050	1,525
10	86,599	7,218	3,610	3,332	1,666
11	93,925	7,829	3,916	3,614	1,807
12	101,251	8,440	4,222	3,896	1,948
For Each Additional Household Member Add	+7,326	+611	+306	+282	+141

Source: Wisconsin Department of Public Instruction

BID

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

(Bids Close: TUESDAY, NOVEMBER 20, 2012, at 10:30 AM)

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

Contact Person_ _____
Telephone number/extension or cell

Fax Number Email address

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, 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.

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OFFICIAL NOTICE NO. 126
NOTICE TO CONTRACTORS
RESIDENTIAL ABATEMENT AND CITY OWNED VACANT LOT CLEAN UPS

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 **RESIDENTIAL ABATEMENT AND CITY OWNED VACANT LOT CLEANUPS** IN THE CITY OF MILWAUKEE AND AGREES TO EXECUTE THE PROPOSED CONTRACT AND FURNISH THE REQUIRED BOND FOR THE SERVICES, OFFICIAL NOTICE NO. 126 FOR A TERM OF THREE (3) YEARS AND FOR THE PRICE SET FORTH HEREIN.

FOR RESIDENTIAL ABATEMENT AND CITY OWNED VACANT LOT CLEANUPS in the City of Milwaukee.

BASE BID FOR THE SUM

\$ _____ per cubic yard
(figures)

\$ _____ per cubic yard
(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 One thousand dollars (\$1,000.00) 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 judgment 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.

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

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ACKNOWLEDGEMENTS PAGE

Official Notice No. 126-1-2012

RETURN WITH BID

MINORITY/WOMEN/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 MINORITY/WOMEN/SMALL BUSINESS ENTERPRISE PROGRAM (M/W/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 M/W/SBE participation on this project is 18 %

The bidder's commitment for Resident Preference Program Participation on the project is 40 %

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.

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

Rev. 2/2012

RETURN WITH BID

Official Notice No. 126-1-2012

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 _____

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NON-COLLUSION AFFIDAVIT

RETURN WITH BID

State of: _____

County of: _____

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

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

of _____, the Bidder that has submitted the attached Bid;

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

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

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has 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_____.

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RETURN WITH BID

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

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**FORM A - COMPLIANCE PLAN - CITY OF MILWAUKEE – DEPARTMENT OF PUBLIC WORKS
M/W/SBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS**

PRIME CONTRACTOR'S NAME: _____ OFFICIAL NOTICE NUMBER: _____

DATE: _____ TOTAL BID AMOUNT: _____ TOTAL M/W/SBE AMOUNT: _____

This Form A must be completed in its entirety and is a **required** submission with a Bid or Request for Proposal. List all proposed M/W/SBE subcontractor(s) and/or material supplier(s) for this project.
NOTE: To receive full credit, M/W/SBE's must perform commercially useful work at the job site. ONLY up to twenty percent (20%) credit may be given under certain circumstances to M/W/SBE suppliers or other M/W/SBE contractors who assist in management of the project. I/We propose to utilize the following M/W/SBE subcontractor(s) and/or material supplier(s):

MBE:

Fill in BID REQUIREMENTS: _____% African-Amer _____%Asian-Amer _____%Hispanic _____%Native-Amer; AND _____%WBE; _____%SBE

M/W/SBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	LIST DESIGNATION: MINORITY/ WOMAN/ SMALL BUSINESS	PERCENT OF BID	AMOUNT	EXPLAIN WORK TO BE PERFORMED/MATERIA L SUPPLIED	AUTHORIZED M/W/SBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGEMENT
1.					
2.					
3.					
4.					
5.					

I certify that the information included on this Form A is true and complete to the best of my knowledge. I further understand and agree that this Form A is a condition of my Bid/RFP responsiveness. Failure to submit this form and/or meet the specified M/W/SBE requirements may render the Bid/RFP nonresponsive.

CONTRACTOR: _____ DATE: ____/____/____
(SIGNATURE & TITLE REQUIRED)

REVIEWED BY OSBD ANALYST: _____ DATE: ____/____/____

DEPARTMENT OF PUBLIC WORKS: _____ DATE: ____/____/____

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City Of Milwaukee
Department Of Public Works

Minority/Woman/Small Business Enterprise Program (M/W/SBE)
Subcontractor Payment Certification

(This form must be completed by the M/W/SBE subcontractor and attached to the Prime Contractor's Final M/W/SBE Form D Report)

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

Section A - M/W/SBE Company Officer & Prime Contractor Complete For Payment That Has Been Received

M/W/SBE Subcontractor Name : _____

Official Notice No.: _____ Project No. _____ **DPW Contract No. C** _____

I hereby certify that I have received \$ _____ for subcontract work on the above project.

Dated: _____ Signature of **M/W/SBE** Subcontractor: _____

Printed Name & Title of **M/W/SBE** Subcontractor: _____

Certified as(Please check): _____ MBE _____ WBE _____ SBE

Acknowledged by **Prime** Contractor Signature: _____

Printed name & Title of **Prime** Contractor: _____

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

Section B – Prime contractor and M/W/SBE Company Officers Complete if Full Payment Has Not Been Made to the M/W/SBE Subcontractor and a balance remains to be paid.

Prime Contractor: _____

M/W/SBE Subcontractor: _____

Official Notice No.: _____ Project No. _____ **DPW Contract No. C** _____

I hereby certify that I will pay \$ _____ to _____ for subcontract work on the above project.
(Name of M/W/SBE Firm)

Dated: _____ Signature of **Prime** Contractor: _____

Printed Name & Title of **Prime** Contractor: _____

Acknowledged by: **M/W/SBE** Subcontractor Signature: _____

Printed name & Title of **M/W/SBE** Subcontractor: _____

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Form D

(Rev. 1/2012)

DEPARTMENT OF PUBLIC WORKS
MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE PROGRAM

Form D – M/W/SBE MONTHLY REPORT

(1) Report for the Month of _____ 20____ (Final: yes ___ no ___)

(2) Prime Contractor/Firm _____

(3) Full Address & Phone Number: _____

(4) Description of work/service performed and/or material supplied _____

(5) DPW Contract No. C _____ (6) Official Notice No. / Project Number _____

7) Start Date: _____ (8) Prime Contractor's Total \$: _____

(9) Completion Date: _____ (10) Prime Contractor paid to date \$: _____

(11) Minority Business % _____ and Minority Business \$ amount _____
 Woman Business % _____ and Woman Business \$ amount _____
 Small Business % _____ and Small Business \$ amount _____

List all M/W/SBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. This form shall be signed and returned. **If this represents the final report, be sure to attach M/W/SBE Payment Certification Form (Form E) for each sub listed.**

NAME OF M/W/SBE FIRM(S) <i>AND LIST THEIR M/W/SBE DESIGNATION</i>	WORK/SERVICE PERFORMED or MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL \$ PAID TO DATE
TOTAL PAID TO M/W/SBE(s)			

I/we hereby certify that I/we have read the above and approved this information to be precise and confirmed.

(12) Report Prepared By: _____
(Name) (Title) (Phone Number)

(13) Authorized Signature : _____
(Name) (Title)

(14) Date _____

Note: This form should be submitted no later than the 20th of every month to DEPARTMENT of PUBLIC WORKS CONTRACT ADMINISTRATION, **Room 506, Municipal Building, 841 North Broadway, Milwaukee, WI 53202.**

DIRECTIONS FOR M/W/SBE MONTHLY REPORT (FORM D)

1. List the month and year that the report is being submitted for. **Note: If this is the final report, check yes and submit Form E Subcontractor Payment Certification Form.**
2. Prime contractor's or firm's registered company name.
3. List full registered business address to include city/state, zip code and telephone number.
4. Brief description service performed and/or material supplied on this contract.
5. List the DPW Contract Number, as represented on the contract document.
6. List the official notice & project number as represented on the front page of the contract.
7. List the start date of the project.
8. List the total dollars awarded to the prime contractor.
9. List the completion date of the project.
10. Total dollars paid to Prime contractor to date.
11. List **EACH** M/W/SBE percentage **REQUIRED** on this project and each M/W/SBE dollar amount.
12. List the name, title and phone number of the individual who prepared the report.
13. Provide the authorized signature and title of the individual who approves the report.
14. List the date that the report is completed.

**THIS REPORT IS DUE THE 20TH OF EVERY MONTH FOR THE PREVIOUS MONTH'S ACTIVITY.
FAILURE TO RETURN THIS FORM BY THE SPECIFIED TIME MAY CAUSE A DELAY IN PAYMENTS.**

RETURN WITH BID

**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, Zip)

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)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved.

AFFIDAVIT

RETURN WITH BID

STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

.....

being first duly sworn, on oath deposes and says that he is
(Attorney-in-Fact or Agent)

of
(Surety)

surety on the within bid bond executed by

Affiant further deposes and says that no city official or city employee of the City of Milwaukee has any interest, directly or indirectly in, or is receiving any premium, commission, fee or other thing of value on account of, the sale or furnishing of said bid bond.

.....

(Signature)

Subscribed and sworn to before me this

..... day of 20

.....

Notary Public, Milwaukee County, Wisconsin

My commission expires

SANITATION DISTRICTS

