

OFFICIAL NOTICE NO. 45
CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS-PARKING

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR COUNTING, PROCESSING AND MAINTAINING PARKING METER
COLLECTIONS

MILWAUKEE, WISCONSIN

MARCH 13, 2013

Price: \$10.00 per copy

**CITY OF MILWAUKEE – DPW-PARKING
SPECIFIC OFFICIAL NOTICE NO. 45**

Sealed bids will be opened on Thursday, April 4, 2013 at 10:30 A.M. for the work, material, labor and services for **COIN COUNTING AND PROCESSING OF PARKING METER COLLECTIONS**. The City currently has approximately 3,400 electronic single space parking meters and 303 multi-space meters. See specifications for detailed information about collection schedule and frequency.

Bids must be submitted on bid forms furnished by and in accordance with plans, specifications, contract documents, and proposed form of contract on file in the Office of the Department of Public Works, Room 506, Frank P. Zeidler Municipal Building, 841 N. Broadway, Milwaukee, WI 53202.

Copies of the contract documents and specifications are available on-line without charge at http://mpw.milwaukee.gov/services/bids_home. Click on “parking”.

If you only print the documents from the website, please register your company’s name on the plan holders’ list by calling 414-286-3314. Failure to do this may result in incomplete bid information if addenda are issued by the City Department of Public Works.

Bids also may be obtained in person for a non-refundable fee of ten dollars (\$10.00) per copy. A \$10.00 per set additional non-refundable fee is required to obtain bid documents by mail. Plans are sent via U.S. mail unless other arrangements are made by the contractor. Payment for copies of all documents and forms relating to this Official Notice are to be made at the Office of the Commissioner of Public Works, **Room 506**, Frank P. Zeidler Municipal Building, 841 N. Broadway, Milwaukee, WI 53202.

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

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

Bids received after the date and time specified above will not be opened and read and will be deemed rejected. In the event of a tie low bid, the winning bidder will be determined by the Commissioner of Public Works. No bid may be withdrawn for a period of forty-five (45) days after the date set for the opening of bids.

The successful bidder(s) will be required to furnish with the executed contract a bid security bond equaling five thousand dollars (\$5,000.00). Corporate surety is required on bid bonds, performance bonds and payment bonds. All applicable charter and statutory provisions and ordinances, all provisions of this official notice, “Invitation to Bid”, general conditions, specifications, special provisions, bid proposal, addenda, 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 successful contractor shall furnish a performance bond for seventy-five thousand dollars (\$75,000), a payment bond for twenty- five thousand dollars (\$25,000), and a fidelity bond for twenty-five thousand dollars (\$25,000) with the executed contract.

Term of Contract:

This contract will be three years beginning on May 1, 2013 and terminating on April 30, 2016. There will be an option for a one 2-year extension through April 30, 2018 by mutual agreement between the parties.

The Minority, Women's, Small Business Enterprise (M/W/SBE) requirement for this project is NOT APPLICABLE.

The Residents Preference Program (RPP) requirement for this project is NOT APPLICABLE.

There is a living wage requirement for this contract. See specifications for detailed information.

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

Signed:

Ghassan Korban
Commissioner of Public Works

PUBLISH SIX (6) TIMES. INSERTION WITHOUT FAIL, commencing March 13, 2013.

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INSTRUCTIONS TO BIDDERS

- I. **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 his duly authorized agents.
 - C. "**Commissioner**" shall mean the Commissioner of Public Works of the City of Milwaukee.
 - D. "**Contractor**" shall mean the corporation, company, partnership, firm or individual named and designated in the Contract Agreement or their duly authorized representatives.
 - E. "**Parking Meter Collection Contractor**" shall mean the corporation, company, partnership, firm or individual named and designated in the City's Contract Agreement to furnish security vehicle and collectors required for collecting coins from City of Milwaukee parking meters or their duly authorized representatives.
 - F. "**Date of Contract**", or equivalent words, shall mean the date written on the Contract Agreement.
 - G. "**The Work**" shall mean all of the services to be furnished under the contract including, but not limited to, the counting, processing and depositing of coins for the City of Milwaukee. These tasks are to be performed in accordance with the conditions imposed by the contract documents.
 - J. "**Collection Equipment**" shall refer to the wheeled collection carts, shoulder collection bags, and bags from the multispace meters that are used to receive the coins taken from each meter.
 - K. "**Keys and Locks**" shall refer to the keys used to unlock collection equipment.

- II. **BIDS**-Each bid shall be legibly typed, written or printed in black ink on the Bid Form provided in this copy of proposed contract documents. No alterations to the printed forms shall be permitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the bid submittal.

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 "**PARKING METER COIN COUNTING BID**" and filed with the Commissioner of Public Works, Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202 by the bid deadline of 10:30 AM on April 4, 2013.

- III. **BID GUARANTEE**-A bid bond, certified check or cashier's check in the amount of Five Thousand Dollars (\$5,000) shall accompany each bid. The bid guarantee shall be made payable without condition to the City of Milwaukee, hereinafter referred to as City. The bid guarantee may be retained by and shall be forfeited to the City if the bid is accepted and a contract based thereon is awarded and Contractor fails to enter into the contract in the form prescribed, with legally responsible sureties and insurance, within ten days after such award is made by the City.

- IV. **RELEASE OF BID GUARANTEE**-The bid guarantee of the successful bidder shall be retained until the successful bidder has executed an agreement and furnished the required contract security, whereupon it will be returned. The Commissioner of Public Works will return the bid guarantee of the remaining bidders to them following a decision of contract award.

- V. **WITHDRAWAL OF BID**-A bidder may withdraw their bid any time prior to the bid opening with a written request. No bid may be withdrawn within a period of forty-five (45) days after the bid opening without the express written approval of the Commissioner of Public Works.

- VI. **SIGNATURE OF BIDDERS**-Each bidder shall sign the bid on the enclosed forms using bidder's usual signature and stating 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(s) authorized to bind the corporation.

- VII. **INTERPRETATION OF CONTRACT DOCUMENTS**. All questions regarding the Request for Bids and the selection process must be made in writing, to the Commissioner of Public Works, care of Jeremy Weisling, Parking Operations, 841 North Broadway, Room 501, Milwaukee, WI 53202. Questions may also be faxed to (414) 286-0535 or emailed to jeremy.weisling@milwaukee.gov. **Only written answers will be binding upon the City.** No questions, oral or written, will be permitted after 4:30 P.M. Tuesday, March 26, 2013, so that all responses

can be prepared and made available to all bidders before the bid submittal deadline.

Responses to questions will be prepared and sent via email or fax to all prospective bidders by no later than Thursday March 28, 2013 at 4:30. **TO RECEIVE THE CITY'S RESPONSE, EACH VENDOR MUST REGISTER HIS/HER COMPANY'S NAME ON THE PLAN HOLDERS' LIST BY CALLING 414-286-3314.**

- VIII. **ACCEPTANCE AND REJECTION OF BIDS**-The contract will be awarded, subject to the Commissioner of Public Works' authority, to the lowest responsible bidder submitting a responsive bid. Upon notification by the City, the apparent low bidder, not an employee of the apparent low bidder, will be required to demonstrate to the Commissioner of Public Works successful experience in the counting and processing of coins similar in nature to the volume of coins the City requires to be processed. In addition, the apparent low bidder will be required to demonstrate to the Commissioner of Public Works an adequate financing plan to provide the necessary funds required to operate under the terms and conditions of this contract.
- IX. **BASIS FOR CONTRACT AWARD**- Bidders must submit bid rates on the bid form included herein for the cost of counting bags and containers, and for the cost of processing the cash, based on the provided estimated monthly quantities. The contract shall be awarded to the responsible bidder submitting the lowest responsive total bid, as determined by the Commissioner of Public Works.
- X. **LEGAL REQUIREMENTS**-All bids shall be based upon compliance with all existing state and federal laws, city ordinances, and rules and regulations of state and federal regulatory agencies. Future amendments to laws, ordinances or regulations shall not serve as justification for termination of the contract.
- XI. **PERFORMANCE BOND**-The contractor to whom a contract is awarded will be required to furnish a performance bond, renewed annually, to the City in the amount of seventy-five thousand dollars (\$75,000) for the life of said contract. The bond shall be executed on the form included in the contract documents by a surety company authorized to do business in the State of Wisconsin and acceptable as surety to the City.

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

- XII. **PAYMENT BOND**-The contractor to whom a contract is awarded will be required to furnish an annual payment bond to the City on forms provided with the contract in the amount of twenty-five thousand dollars (\$25,000).

XIII. **FIDELITY BOND**- Within ten (10) days of contract award, the vendor to whom a contract is awarded shall provide a fidelity bond (commercial crime insurance policy) to the City in the amount of fifty thousand dollars (\$50,000).

This policy must include employee theft coverage with a 3rd party endorsement to the City.

XIV. **NO MINIMUM GUARANTEE**-The City offers no minimum guarantee of the amount of business 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 which are ordered and to be paid by the City shall be contingent upon appropriation of funds by the Common Council for this purpose.

XV. **CONTRACT DOCUMENTS**-The Official Notice, Instructions to Bidders, Bid, Contract Agreement, Performance Bond, Specifications, Addenda and all Change Orders issued by the City are each included in this contract and the work shall be completed in accordance therewith.

SPECIFICATIONS FOR PARKING METER COIN COUNTING

1. GENERAL

These specifications, together with the Official Notice, Instructions to Bidders, and the Contract Agreement define the terms of the Contract between the City of Milwaukee and the private contractor for the counting, processing, and maintenance of parking meter coin collections. The City currently has approximately 6,400 metered parking spaces. Approximately 3,400 of these are served by single space parking meters and are divided into 45 routes. Each of these routes are collected on a weekly basis and each route will have at least one tank cart or bag in which all coins are carried. In addition to these routes, the City has installed 303 multi-space parking meters. Each of the multi-space meters contains a single bag of coins and is collected as directed by the Department of Public Works. Approximately 125 multi-space meters are collected each week.

The Contract term will be for three (3) years with an option for one 2 - year extension with mutual agreement between the City and the contractor. The contract will commence on Wednesday, May 1, 2013.

The contract documents are intended to provide for the complete work under Contractor's supervision and control. Contractor shall perform everything required by the terms of this contract and shall provide and furnish everything necessary to carry out and protect the work in accordance with the terms of the contract documents at the price set forth therein.

2. INSPECTION

The Commissioner of Public Works, or his designee(s) reserves the right to inspect the work performed for compliance with the contract documents. Contractor shall furnish all reasonable assistance required for the proper inspection of the work. Designated employees of the Department of Public Works whose names shall be provided to Contractor shall perform such inspections. Such inspection shall not relieve Contractor from any obligation to perform the work strictly in accordance with the contract documents.

3. SUPERVISION OF WORK

Contractor shall provide continuous supervision of all work operations by competent employees. Contractor shall designate him/herself or an employee in charge to be fully authorized to act for Contractor and to receive whatever orders may be given for the proper administration of the service or notices in connection therewith. At the outset of the work, Contractor shall deliver a list of names of employees in charge to

the Commissioner, and any subsequent changes shall be promptly reported in writing.

Contractor shall provide the Department of Public Works with telephone numbers at which Contractor shall be accessible to the Department of Public Works during all normal hours of operation. This telephone number shall be connected to either an answering service or a voicemail system during non-business hours. The Contractor shall respond to all messages within one working day.

4. COOPERATION

Contractor shall cooperate with all persons engaged in the work including all agents, officers, employees and other contractors of the City to obtain the standard of performance as required by these specifications.

5. CONTRACTOR EMPLOYEE CONDUCT

Contractor is responsible for the actions and the activities of its employees. Should the City make Contractor aware of an unacceptable level of performance of Contractor's employee(s), then Contractor will notify the Commissioner of Public Works of disciplinary action being taken to correct the situation, up to and including termination. This conduct includes all contacts with the general public, with other contractors providing services to the City and with City employees.

6. BUSINESS LOCATION

Contractor will be required to maintain a business location within a distance of not more than fifteen (15) miles from the Parking Meter Shop located at 1540 West Canal Street, Milwaukee, WI. This requirement is necessary to ensure efficiency and frequency of deposits of coin by Contractor, as well as the efficiency of the meter technicians and collectors in dropping off and picking up collection containers.

7. HOURS OF SERVICE

Contractor must be available to provide the services under this contract during the hours of 7:00 AM through 5:00 PM, Monday through Friday. Parking meter shop personnel will normally arrive between 9:00 AM and 12:00 PM to pick up empty coin collection equipment. The Parking Meter Collection Contractor will normally arrive with coin deposits between 12:00 PM and 5:00 PM, depending upon the volume of collection on a given day as well as weather conditions. Contractor will describe arrangements that may take place if collection contractor were to complete routes after 5:00 PM.

Each bidder shall include with the bid documents a list of holidays on which bidder would be unable to provide the coin-counting and reporting services listed under "Description of Services" below.

8. MATERIALS FURNISHED

Coins will be brought to Contractor's place of business by the Parking Meter Collection Contractor and/or City personnel, in either: 1) key-padlocked collection canisters referred to as tank carts as shown in Exhibits 3 and 4, (approximately 30 tank carts per week); 2) nylon bags with locked collection receptacles at the top as shown in Exhibit 5 (approximately 20 bags per week); 3) smaller nylon bags with a locking top (approximately 125 bags per week) as shown in Exhibits 6 and 7. The number of tank carts and bags may increase or decrease at the sole discretion of the Department of Public Works.

9. DESCRIPTION OF SERVICES

The Parking Meter Collection Contractor collects approximately 3,400 single-space parking meters weekly, by area, based upon a schedule determined by the Department of Public Works' Parking Section (see Exhibit 2). Currently 36 on-street and nine off-street (parking lot) areas are collected weekly. Additionally, there are approximately 125 multi-space meters collected weekly. This number may be increased or decreased at the sole discretion of the Department of Public Works.

- a. Daily, the Contractor shall receive from the Parking Meter Collection Contractor the appropriate collection equipment for each day's route(s). City personnel will then pick up the emptied collection equipment on the following work day morning. Contractor will sign the Collection Tank/Bag Form (Exhibit 2) indicating which tanks/bags were dropped off daily by collection crews. Contractor will retain one copy of this form for their records.
- b. Daily, the Contractor shall count, separate and bag/package all coins, recording an individual count for each of the separate areas collected (See Exhibits 1a-f). Counts shall never be mixed with different collection routes or different days.
- c. Collections may include U.S. coins, foreign coins, slugs, tokens, bingo markers, chips and other non-processable items. During coin-counting, U.S. coins may be damaged. All items that cannot be deposited are to be returned to the City.
- d. All collections shall be deposited within a twenty-four (24) hour period, or by the end of the next banking day following receipt, at a qualified public depository designated by the City and meeting the City's depository

guidelines. Deposits shall be made to a depository bank account with two separate deposits being made, one for on-street parking meter collections and one for off-street parking meter collections.

The Contractor is to deposit the parking meter funds the next regular banking day following counting by two Automated Clearing House (ACH) credits to the City for parking meter revenue, one ACH credit for on-street collections and one ACH credit for off-street collections, with each credit appropriately identified.

- e. On a daily basis, Contractor shall provide by email to the Department of Public Works' Parking Section, a fully and properly completed report listing the total amount collected the previous day by collection area (Exhibits 1a-f). Contractor shall list the amounts of money allocated to each of the two depository accounts. The sum of these two amounts should always equal the total amount collected.
- f. The following City contacts are to be used during the course of the contract:

Contact first:

Jeremy Weisling
Parking Operations Supervisor
841 North Broadway, Room 519
Milwaukee, Wisconsin 53202
(414) 286-5929
jeremy.weisling@milwaukee.gov

If Mr. Weisling is unavailable, call:

Cindy Angelos
Parking Financial Manager
841 North Broadway, Room 519
Milwaukee, WI 53202
(414) 286-2404
cindy.angelos@milwaukee.gov

If Ms. Angelos is unavailable contact:

City of Milwaukee Meter Shop
(414) 286-3486
Between 7:00 AM – 3:30 PM

10. DEDUCTIONS FROM CONTRACT

- a. Failure of Contractor to deposit collections as required under the terms of Section 9 (d) above may be cause for the City to deduct one hundred dollars (\$100) per day from the Contractor's monthly payment for any

deposits not made within 24 hours, unless such delay is authorized in writing by the Department of Public Works. Repeated delays by Contractor may result in contract termination.

- b. Failure of Contractor to submit the "Parking Meter Collection Report" as provided above in Section 9 (b) and (e) may be cause for the City of Milwaukee to deduct fifteen dollars (\$15) from Contractor's monthly payment for each occurrence.
- c. Each occurrence per location of the following deficiencies may be cause for the City to deduct twenty dollars (\$20) from Contractor's monthly payment:
 - 1. Failure to identify collections with proper location code.
 - 2. Listing location(s) in wrong category (on-street versus off-street).
 - 3. Commingling two or more collection areas or two dates of collections.
 - 4. Illegible reports.

11. CONTRACTOR PAYMENT

Billing will be based upon a monthly schedule to be mutually determined by the City and Contractor. No payment will be made to Contractor until all reports including deposit slips are submitted to and approved by designated staff of the Department of Public Works' Parking Section.

Terms of payment are net thirty (30) days from the date of invoice. Terms of the City's prompt payment ordinance apply to invoices unpaid in excess of 30 days

CITY CONTRACT REQUIREMENTS

1. LIVING WAGE RATES

In compliance with this contract, contractor agrees to pay all workers employed by the contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage not less than the Living Wage in compliance with the City of Milwaukee's living wage rate, as defined in section 310-13 of the City of Milwaukee Code of Ordinances. Further, the contractor will adjust the wages so as to remain in compliance throughout the life of the contract. Effective March 1, 2013, the living wage is set at **\$9.39** per hour. However, this amount will be adjusted annually effective each March 1st by the City based upon the poverty guidelines for a family of three as set by the US Department of Health and Human Services.

The rates for the previous five years have been:

2008 = \$8.46 2009 = \$8.80 2010 = \$8.80 2011 = \$8.91 2012 = \$9.18 2013 = \$9.39

The undersigned agrees to make a sworn report within 10 days following the completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report from every subcontractor employed, if applicable, by the contractor, to the City. Such report shall include but not be limited to for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employee has been paid in full the amount of not less than the living wage rate 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.

2. SMALL BUSINESS DEVELOPMENT- M/W/SBE

Due to the unique nature of this contract, there is no minority/women/small business enterprise (M/W/SBE) requirement for this contract. However, M/W/SBE Enterprises are highly encouraged to bid on this contract.

3. RESIDENTS PREFERENCE PROGRAM

Due to the unique nature of this contract, there is no Residents Preference Program requirement for this contract.

4. **NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION**

In compliance with this contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color, sex, sexual orientation, physical condition, developmental disability as defined in Wisconsin Statutes Sec. 51.437(1), or national origin or ancestry. Contractor is required to include a similar provision in all subcontracts which shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

Contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. Contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the City pertaining to the provisions of the non-discrimination clause (Wisconsin Statutes 16.765(1) and (2) and provisions of section 109-15 of the Milwaukee Code of Ordinances).

5. **AMERICANS WITH DISABILITIES ACT**

Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. s12101, et seq.

6. **Slavery Affidavit**

Effective December 28, 2005, the City of Milwaukee adopted an ordinance (310-14) relative to the disclosure of participation in or profits derived from slavery by contractors. All vendors awarded a contract on behalf of the City of Milwaukee, whether or not subject to a competitive bid, shall complete an affidavit prior to entering into the contract verifying that the vendor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit. An example of the form is included in these specifications. See Slavery Affidavit section of the Bid Documents.

7. **INTERNAL CONTROLS**

Contractor shall provide adequate internal controls and cash handling procedures approved by the City Comptroller and City Treasurer, including physical security to prevent robbery, theft or other misappropriation of funds collected.

8. **BOOKS AND RECORDS: CITY'S RIGHT TO AUDIT**

Contractor shall at all times during the term hereof, maintain complete and accurate books and records of its operations of the system in a form consistent with good accounting practice, including such books and records as would normally be examined by an independent certified public accountant in performing an audit or examination of Contractor's receipts and expenses in accordance with generally accepted auditing standards.

All such books, records, supporting documents, and accounts shall be kept in accordance with generally accepted accounting principles (GAAP) and shall be available for inspection by the City and its duly authorized representatives, at any time during reasonable business hours, for a period of no less than seven (7) calendar years after the end of the contract year (or, with respect to any year in which this Contract is terminated prior to the expiration thereof, the portion of such contract year) to which they pertain. Contractor shall be required to maintain in active records retention all records for the life of the contract plus seven years.

9. **REPORTS**

Contractor shall file all detailed reports as negotiated by the City and Contractor as part of the terms of this contract. The City reserves the right to modify the reporting procedures or the format and content of any report as it deems necessary.

10. **INDEMNIFICATION AND INSURANCE**

a. *Indemnification*

In case any claim or 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 firm to which this contract is awarded 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 contractor, its officers, agents, or employees, contractor shall indemnify and save harmless the City and its officers, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising out of such negligent action. The City shall tender the defense of any claim or action at law or in equity to contractor or contractor's insurer to defend such claim or action without cost or expense to the City or its officers, agents or employees. Contractor shall be solely responsible for the conduct and performance of their services required under the terms and conditions of the contract and for the results therefrom.

b. Insurance

Contractor shall secure and maintain throughout the duration of the Contract insurance of such types and in such amounts as may be necessary to protect contractor and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be required to be acceptable to the City; but regardless of any City review, it shall be the responsibility of Contractor to maintain adequate insurance coverage at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on the Contract. The cancellation clause must read: **“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 60 days written notice to the certificate holder named to the left.”**

i. Worker's Compensation and Employer's Liability

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

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

ii. Comprehensive Automobile Liability

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

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

iii. 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

The insurance may also be written on the comprehensive general liability form (1973). Comprehensive general liability limits shall not be less than the following:

Bodily Injury	Occurrence: \$1,000,000
Property Damage	Occurrence: \$1,000,000
Personal Injury	Aggregate \$1,000,000

iv. *Umbrella*

This insurance shall be written to protect contractor and the City against all claims in excess of the underlying general liability, automobile and workers' compensation coverage. The umbrella limits shall not be less than the following:

Limit of Liability.....	Aggregate: \$5,000,000
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The City must be listed as an additional insured under the umbrella.

Contractor and/or all subcontractors shall furnish the City with certificates of insurance evidencing the required coverage for all work under the contract.

Contractor or contractor's subcontractors shall not perform work under this contract after expiration or cancellation of their insurance.

11. DEFAULT BY CONTRACTOR

a. *Events of Default*

Any one of the following events shall constitute an event of default hereunder:

- i. The failure of Contractor or any of its officers, partners, employees or agents to perform any of the provisions of the contract;

- ii. The failure of Contractor to pay any sums to the City when required hereunder;
- iii. The failure of Contractor to provide any contract bond or renewal of a contract bond on or before the date on which the same is required hereunder;
- iv. The abandonment by Contractor of its management of the system in accordance with this contract for any period of time;
- v. The failure of Contractor to keep, observe or perform any of the other covenants or agreements herein required to be kept, observed or performed by Contractor, and continued failure to observe or perform any such covenant or agreement after a period of ten (10) days after receipt by Contractor of the City's written demand; provided, however, that if due to the nature of the default, the same cannot be remedied within said 10 day period, then the City shall have the right to terminate this contract if Contractor shall have failed to commence the remedying of the same within the said 10 day period or having so commenced shall fail thereafter to continue with diligence the remedying thereof;
- vi. The repeated failure, defined for this purpose of at least three (3) such failures within any consecutive twelve-month period, to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by Contractor provided that notice of such failure shall have been given to Contractor, but whether or not Contractor shall have remedied any such failure within the time provided for in such notice;
- vii. The discovery by the City that any material statement of fact furnished to the City by Contractor in connection with its bid for the privilege awarded hereunder is false or materially misleading;
- viii. The placement of any lien or levy upon property used by Contractor in Contractor's operations of the system which is not discharged of record within thirty (30) days, or any levy under any such lien;
- ix. Assignment of this contract by Contractor to any third party without approval by the Commissioner of Public Works in writing as specified under Section 24 below.
- x. Unauthorized use or duplication of City issued keys.
- xi. Willful destruction of any City property.

b. Remedies Upon Contractor's Default

Upon the occurrence of any event of default, as defined above, the City, besides any other rights or remedies it may have, shall have the right to terminate this contract forthwith, and recover immediately from Contractor all damages proximately caused by Contractor's default, including without limitation court costs, reasonable experts' fees and reasonable attorneys' fees. No action by the City pursuant to this section, however, shall be deemed to terminate this contract unless written notice of termination is given by the City to Contractor. Regardless of whether the City has elected to exercise its rights to terminate this Contract, if any event of default shall occur, Contractor shall pay upon demand all of the City's costs, charges and expenses, including fees of counsel, agents and others retained by the City incurred in connection with the recovery of sums due under this contract, or because of the breach of any covenant or agreement of the City contained in this Contract or for any other relief against Contractor.

c. Other Provisions Regarding Default

No waiver of any covenant or condition or of the breach of any covenant or condition of this Contract shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance by the City of any sums from Contractor at any time when Contractor is in default under any covenant or condition hereof, be construed as a waiver of such default or of the City's rights to terminate this contract on account of such default, nor shall any waiver or indulgence granted by the City to Contractor be taken as an estoppel against the City, it being expressly understood that the City may at any time thereafter, if such default continues, terminate this contract on account of such default in the manner hereinbefore provided.

Contractor hereby waives trial by jury in any action, suit or proceeding related to, arising out of or in connection with the terms, conditions and covenants of this Contract.

12. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least five

(5) days before the effective date of such termination. The City may relet the work to be performed under this contract to some other competent party, or employ persons and secure material for the completion of same, and charge the costs thereof to the Contractor. In such event, all finished or unfinished work accomplished by the Contractor under this contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.

13. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this contract at any time for any reason by giving at least thirty (30) days notice to the contractor. If the contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears to the total work of the contractor covered by this contract, less payments of compensation previously made. However, if less than sixty percent (60%) of the work covered by this contract has been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the work covered by this contract.

14. 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 proceeding at law or in equity arise hereunder or in connection herewith (including any appellate proceedings or bankruptcy proceedings), the prevailing party shall be awarded costs, reasonable expert witness fees, reasonable attorney's fees (including reasonable fees and charges for the services of paralegal 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.

15. TAX EXEMPT STATUS

The City qualifies as a political subdivision of a state of the United States for purposes of Section 103(a) of the Internal Revenue Code of 1986, and is exempt from state and local income taxation, from federal excise taxes, and from Wisconsin sales tax.

16. PAYMENT OF TAXES

Contractor shall pay any taxes assessed arising out of its operation hereunder; provided, however, that 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 same after the ultimate adverse conclusion of such contest shall constitute default.

17. BINDING EFFECT

This contract will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

18. 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.

19. NOTIFICATION

Any notices given under the provisions of this contract to the City of Milwaukee shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested to:

City of Milwaukee
Commissioner of Public Works
841 North Broadway, Room 501
Milwaukee, Wisconsin 53202

20. SYSTEM REQUIREMENTS

Prior to contract award, Contractor will be required to demonstrate the ability to deliver a complete system that adheres to at the minimum requirements of the City herein outlined in this contract, support the system on an ongoing basis, provide references relevant to past accomplishments of a successfully operating

system and specifically describe, explain and identify to what extent the elements, features, benefits, components, systems, and subsystems and services are currently being employed which would meet the minimum the City requires and provide the delivery in a cost-effective and efficient manner. Once the contract has been awarded, and throughout the life of the contract, Contractor must prepare and provide contingency plans related to the continuity of services provided to the City. These plans shall be updated regularly and shall be available to the City upon request.

Contractor must sign the forms providing that they have thoroughly reviewed all sections and documentation provided in this contract.

21. REGULATIONS OF THE CITY

The rights and privileges granted to Contractor hereunder shall at all times be subject to 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.

22. CONTRACTS WITH THE UNITED STATES, THE STATE OF WISCONSIN 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, 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, 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 of this contract, the execution of which may be required as a condition precedent to the expenditure of federal, state or city funds for future development.

Contractor will be required to meet the City of Milwaukee insurance and bonding requirements specified herein.

The City of Milwaukee reserves the right to reject any or all bids or any part or parts thereof and to accept the bid which it deems to be in the best interest of the City of Milwaukee.

The approval relevant to award and subsequent execution of a contract for services regarding this contract are subject to the availability of funds allocated for said purposes and the approval of a resolution authorizing the system by the Common Council of the City of Milwaukee.

23. CONFLICT OF INTEREST

Any bid made will be accepted on the basis that Contractor by submitting its bid, represents that it is made in good faith without fraud, collusion or connection of any kind with any other Contractor for the same work; that Contractor is competing solely on his/her own behalf without connection or obligation to any undisclosed person, firm or corporation; that no other person, firm or corporation will have any interest in the contract; that no officer, agent or employee of the City is financially interested in the contract; that Contractor is fully informed in regard to all provisions of the contract including and without limitation the specifications, the time for performance and the provisions with respect to performance bond or other security, if any. This paragraph shall not be interpreted to exclude or in any manner prohibit the submission of bids from two or more firms wishing to submit a joint bid in response to this contract.

24. SUBJECT TO APPROPRIATION

Contract award shall be subject to the availability of an appropriation by the City of Milwaukee in each fiscal year.

25. NO ASSIGNMENT

Assignment of this contract by Contractor to any third party shall be absolutely prohibited and will not be recognized by the City unless approved by the Commissioner of Public Works in writing.

26. CONTRACTOR STATUS

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 in the contract shall be deemed or construed by the City, Contractor or any third party to create the relationship of a partnership or a joint venture.

27. DELAYS

Delays caused by any bona fide strikes, government priority or requisition, riots, fire, sabotage, acts of God, or any other delays deemed by the City to be clearly and unequivocally beyond Contractors' control will be recognized by the City. Contractor may be relieved of responsibility of meeting service delivery as stipulated in the contract upon Contractor's filing with the City just and true statements requesting an extension or delay in service delivery, signed by Contractor and giving in detail all the essential circumstances, which upon verification by the City justify such action under the provisions of this section by the City. Under no circumstances will the Contractor be entitled to money

damages for any delay, regardless of cause, even if the cause was the fault of the City.

Bid Documents

Official Notice Number 45

City of Milwaukee Counting, Processing and Maintaining Parking Meter Collections

Bid Form

April 4, 2013 at 10:30 A.M.

CITY OF MILWAUKEE
Department of Public Works
Room 506 – Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

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

The undersigned (print) _____
(A Corporation) (A Partnership) (An Individual)
(indicate one)

of _____
Street City Zip Code Tel. No.

in conformity with Official Notice Number ____, having examined the scope of the work and the contract documents including addenda, if any, and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material, equipment, labor, and everything necessary for the completion of the work listed hereunder and agrees, if successful, to execute the proposed contract and furnish the required bonds for the completion of said work at the locations and for the prices set forth on the inside pages of this form.

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 furnishing all labor, material and services for counting and maintaining of parking meter coin counting and processing and agrees to execute the proposed contract and furnish the required bonds for the work for the price set forth herein.

A. RATE PER BAG COUNTED:

\$ _____ Per Bag x 620 bags = \$ _____
(bid in figures)

(bid in words): _____

B. RATE PER TANK COUNTED:

\$ _____ Per Tank x 130 tanks = \$ _____
(bid in figures)

(bid in words): _____

C. RATE PER \$1.00 PROCESSED:

\$ _____ Per \$1.00 Processed x \$255,000.00 = \$ _____
(bid in figures)

(bid in words): _____

D. **TOTAL BID (A+B+C):**

\$ _____
(bid in figures)

(bid in words): _____

THE CONTRACT WILL BE AWARDED TO THE RESPONSIBLE BIDDER SUBMITTING THE LOWEST RESPONSIVE TOTAL BID. ALL QUANTITIES SHOWN ABOVE ARE ESTIMATED MONTHLY QUANTITIES BASED ON PREVIOUS EXPERIENCE. CONTRACTOR WILL BE PAID FOR ACTUAL WORK PERFORMED. CONTRACTOR WILL BE PAID THE BID RATE PER BAG, TANK AND DOLLAR PROCESSED FOR THE ACTUAL AMOUNT OF BAGS, TANKS, AND COIN PROCESSED PER MONTH.

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

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

Acknowledgements Page

ACKNOWLEDGEMENTS PAGE

Official Notice No. 45
Project No. 1

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 0 %

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

The bidder's commitment for Apprenticeship Program participation on this project is: NOT APPLICABLE
Apprentice(s) from _____ of the following trade(s) are to be employed.

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

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

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

We acknowledge the receipt of Addenda _____ to _____ inclusive.

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

Signature Page

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

Rev. 2/2012

Official Notice No. 45

Project No. 1

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**)

Official Capacity _____

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

If a Corporation, answer the following:

Incorporated under laws of what state? _____

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

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

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

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


MUST BE SIGNED

Signature _____

(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20__

Notary Public, _____ County

State of _____

(Notary Signature)

My commission expires _____

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

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

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

_____, the Bidder that has submitted the attached Bid;

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

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

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

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

(Check One) _____
Signature of :

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Signature

My commission expires _____, 20_____.

Substance Abuse Prevention

**AFFIDAVIT OF COMPLIANCE
WITH WISCONSIN STATUTE 103.503
SUBSTANCE ABUSE PREVENTION REQUIREMENTS**

STATE OF _____) PROJECT NAME _____
) ss.
_____ COUNTY) DPW Contract No. _____

I, _____, being first duly sworn state that:
(Print name)

1. I am the _____ of _____, a _____.
(Title) (Company Name) (State)
Corporation, partnership, or individual of _____,
(City, Village, Township) (State)

and make this affidavit pursuant to the provisions of Wis. Stat. § 103.503.

2. I have entered into City of Milwaukee, Department of Public Works' Contract No. _____, to which the provisions of Wis. Stat. 66.0903 apply.

3. I have in place a substance abuse prevention program that meets the requirements of Wis. Stat. 103.503, and I will fully comply in all respects with the requirements of Wis. Stat. 103.503 during the performance of this Contract.

4. I will include in each subcontract covering work performed under this Contract to which the provisions of Wis. Stat. 66.0903 apply, a provision similar to that in Paragraph 3 above, together with a clause requiring such insertion in further subcontracts that may in turn be made.

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

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

Notary Signature

Contractor Signature

Notary Public, State of _____

My Commission Expires: _____

To ensure DPW is in compliance with the federal procurement requirements regarding suspension and debarment, CONTRACTOR must sign this "Suspension/Debarment Certification Form".

Please complete and sign below and return this form to:

Department of Public Works Contract Office
Room **506**, Municipal Building
841 North Broadway
Milwaukee, WI 53202

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The CONTRACTOR certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment for federal assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that throughout the term of its federally-funded contracts with the City of Milwaukee, the CONTRACTOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

Signature/Authorized Official

Date

Printed Name

 C
Contract Number

Title

Name of Company

NOTICE TO CONTRACTORS

Effective immediately, the City of Milwaukee has adopted an ordinance relative to Prompt Payment as follows:

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

Slavery Disclosure Affidavit

NOTICE TO CONTRACTORS

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

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

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

CITY OF MILWAUKEE - DEPARTMENT OF PUBLIC WORKS
AFFIDAVIT OF COMPLIANCE
DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED
FROM SLAVERY BY CONTRACTORS

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14.

Please check one:

_____ This business **was not** in existence prior to 1865.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and have found no such records.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and am disclosing the findings on the attached pages.

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

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

Subscribed to before me this _____ day of _____, 20__

NOTARY PUBLIC _____ County, _____ State

SIGNATURE: _____

(Seal)

PRINT NAME: _____

My commission expires: _____

Ref: slaverydisclosureaffidavit

**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 wage requirement is mandatory for all Department of Public Works' Service Contracts. The ordinance requires that all workers, permanent or temporary, employed in any work performed as part of a service contract, as defined in II B herein, awarded after December 31, 1995, shall receive and be paid a sum of not less than \$6.05 per hour. **On March 1, 1996, and each March 1 thereafter, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the 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 J, within ten days following the Contractor's completion of the contract, and to procure and submit a like affidavit from every subcontractor employed by the contractor to the Department of Public Works regarding every person employed on or under this contract or subcontract. Said affidavits shall certify that each and every employee has been paid in full the amount of not less than **\$9.39** per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.
- C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the Contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the Contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed or if the contractor, prime or sub, submits any documents which contain any fake, misleading or fraudulent information or if the contractor or subcontractor fails to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below:
1. Withhold payments on the contract.
 2. Terminate, suspend, or cancel the contract in whole or in part.
 3. After due process, consider debarment of the contractor from bidding for a one-year period after the first violation and for a three-year period after the second.
 4. Any other remedy available to the City at law or in equity.

II. Definitions

- A. Professional Service Contract – any contract in which the majority of workers engaged in the performance of the contract perform work which:
1. Is predominantly intellectual and varied in nature, as opposed to work which involves routine mental, manual, mechanical or physical labor.
 2. Requires advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher education or a hospital.

- B. Service Contract – any contract with the City for the provision of service to any City department or agency with a budget under the control of the Common Council which has a value exceeding \$5,000.00. Each bid specification or request for proposal (RFP) will be reviewed and a determination made as to whether the proposed contract constitutes a service contract. A service contract does not include any contract which involves the purchase of goods, a professional service contract, a Department of Public Works' contract regulated under S 309-25, a contract administered by the Office of Community Block Grant Administration (CDBG), or a contract with the Milwaukee Public Schools.

III Service Contract Utilization Requirements

- A. For every service contract as defined in II B above, the minimum hourly wage specified in I B above shall be kept posted by the contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of such contract. In addition, copies of the minimum hourly wage requirement shall be supplied to any person employed in the performance of a service contract at the request of such person and within a reasonable period of time after the request.
- B. The Department of Public Works will review and monitor all public works service contracts for compliance. Complaints from service contractors and service contract employees relating to compliance will be received and investigated by the Department with imposition of appropriate sanctions upon any contractor who provides false information or fails to comply with the provisions of this ordinance.
- C. Any person employed in the performance of a DPW service contract as defined in II B may, within one year from the date of an alleged failure to comply, fill a written complaint to the Department of Public Works regarding the failure. No service contractor may discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of a service contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.
- D. Right to Appeal.

Any service contractor or service contract employee who objects to any decision or action of the Department of Public Works relative to application or enforcement of this ordinance may appeal such decision to the Administrative Review Appeals Board. The appeal shall be initiated in writing and sent to the Commissioner of Public Works. The appeal shall state the specific objection to the decision or action, include supporting documentation, and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeal's 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.

Bid Bond Form

CITY OF MILWAUKEE, WISCONSIN

DEPARTMENT OF PUBLIC WORKS

LICENSED SURETY CORPORATION BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

.....

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

as principal and of
(Home Office)

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

the penal sum of

..... Dollars,

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

WHEREAS, the above bounden principal is making a proposal in writing dated

20, to the Commissioner of Public Works of the City, according to Official Notice No

20, of said Commissioner for furnishing all material, equipment, labor and everything necessary for the completion of the work of...

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

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

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

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

Bidder Witnesses

..... (Seal)

(Bidder)

.....
.....

By

(Name and Title)

Surety Witnesses

.....

(Surety)

.....
.....

By

(Attorney-in-Fact or Agent)

(Seal of Surety)

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

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

AFFIDAVIT

**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.

.....

Subscribed and sworn to before me this

..... day of 20

.....
Notary Public, Milwaukee County, Wisconsin

My commission expires

Exhibits

- 1) **Counting/Processing Worksheet**
 - a. **Monday Collection Routes**
 - b. **Tuesday Collection Routes**
 - c. **Wednesday Collection Routes**
 - d. **Thursday Collection Routes**
 - e. **Friday Collection Routes**
 - f. **Multi-Space Meter Red Coin Bags**
- 2) **Collection Tank/Bag Form**
- 3) **Coin Collection Tank (Front View)**
- 4) **Coin Collection Tank (Side View)**
- 5) **Coin Collection Bag**
- 6) **Red coin bag from multi-space meter**
- 7) **Red coin bag from multi-space meter (Side View)**

City of Milwaukee Parking Meter / Lot Coin Processing

Processing Date Collection Date

<u>ID #</u>	<u>Route Name</u>	<u>Penny</u>	<u>Nickel</u>	<u>Dime</u>	<u>Quarter</u>	<u>Half</u>	<u>Dollar</u>	<u>Total \$</u>	<u># of Bags</u>	<u># of Tanks</u>	<u>Comments</u>
17	Farwell & North							\$0.00			
29	Oakland & Locust							\$0.00			
32	FDL & Capitol							\$0.00			
39	Downer Avenue							\$0.00			
43	Burleigh/FDL & 35th							\$0.00			
47	UWM							\$0.00			
76	Brady Street							\$0.00			
49	*Murray & Thomas Lot							\$0.00			
51	*Burleigh & 35th Lot							\$0.00			
81	*Bluemound & 54th Lot							\$0.00			
82	*Farwell & North Lot							\$0.00			
83	*Downer & Park Lot							\$0.00			
89	*Brady & Warren Lot							\$0.00			
	Mics Bags							\$0.00			
								\$0.00			
ADJ											
+	Adjustment UP							\$0.00			
ADJ -	Adjustment DOWN							\$0.00			
	Street Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Lot Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Day Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			

Includes Adjustments

Exhibit 1a: Monday Collection Routes

City of Milwaukee Parking Meter / Lot Coin Processing

Processing Date Collection Date

ID #	Route Name	Penny	Nickel	Dime	Quarter	Half	Dollar	Total \$	# of Bags	# of Tanks	Comments
1N1	State St North							\$0.00			
1N2	Juneau							\$0.00			
1N3	Knapp							\$0.00			
1C1	State St South							\$0.00			
1C2	Kilbourn #1							\$0.00			
1C3	Kilbourn #2							\$0.00			
1C4	Wells St							\$0.00			
1C5	Mason St							\$0.00			
1C6	Wisconsin Ave							\$0.00			
	Mics Bags							\$0.00			
								\$0.00			
ADJ											
+	Adjustment UP							\$0.00			
ADJ -	Adjustment DOWN							\$0.00			
	Street Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Lot Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Day Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	Includes Adjustments

Exhibit 1b: Tuesday Collection Routes

City of Milwaukee Parking Meter / Lot Coin Processing

Processing Date Collection Date

ID #	Route Name	Penny	Nickel	Dime	Quarter	Half	Dollar	Total \$	# of Bags	# of Tanks	Comments
1S1	CBD E-S Area 1							\$0.00			
1S2	CBD E-S Area 2							\$0.00			
2S1	CBD W-S Area 1							\$0.00			
2S2	CBD W-S Area 2							\$0.00			
7A1	Third Ward Area 1							\$0.00			
7A2	Third Ward Area 2							\$0.00			
	Mics Bags							\$0.00			
								\$0.00			
ADJ											
+	Adjustment UP							\$0.00			
ADJ -	Adjustment DOWN							\$0.00			
	Street Totals	<u>\$0.00</u>									
	Lot Totals	<u>\$0.00</u>									
	Day Totals	<u>\$0.00</u>	0	0	Includes Adjustments						

Exhibit 1c: Wednesday Collection Routes

City of Milwaukee Parking Meter / Lot Coin Processing

Processing Date Collection Date

ID #	Route Name	Penny	Nickel	Dime	Quarter	Half	Dollar	Total \$	# of Bags	# of Tanks	Comments
2N1	MATC #1							\$0.00			
2N2	MATC #2							\$0.00			
2C2	Courthouse							\$0.00			
2C3	W. Wisc. Ave							\$0.00			
2C5	Old World Third #1							\$0.00			
2C6	Old World Third #2							\$0.00			
6	Vliet Street							\$0.00			
9	Mt. Sinai							\$0.00			
58A	Marquette Area							\$0.00			
	Mics Bags							\$0.00			
								\$0.00			
ADJ											
+	Adjustment UP							\$0.00			
ADJ -	Adjustment DOWN							\$0.00			
	Street Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Lot Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Day Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	Includes Adjustments

Exhibit 1d: Thursday Collection Routes

City of Milwaukee Parking Meter / Lot Coin Processing

Processing Date Collection Date

<u>ID #</u>	<u>Route Name</u>	<u>Penny</u>	<u>Nickel</u>	<u>Dime</u>	<u>Quarter</u>	<u>Half</u>	<u>Dollar</u>	<u>Total \$</u>	<u># of Bags</u>	<u># of Tanks</u>	<u>Comments</u>
14	KK & Lincoln							\$0.00			
18	Mitchell Street							\$0.00			
33	National & 35th							\$0.00			
44	National & 6th							\$0.00			
54	*Lincoln & Allis Lot							\$0.00			
63	*Mitchell 8-9 Lot							\$0.00			
64	*Mitchell 9-10 Lot							\$0.00			
	Mics Bags										
ADJ +	Adjustment UP							\$0.00			
ADJ -	Adjustment DOWN							\$0.00			
	Street Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Lot Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
	Day Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	Includes Adjustments

Exhibit 1e: Friday Collection Routes

Collection Tank/Bag Form

Collection Date: _____

Day	ID #	Route	Tank #'s	Bag #'s	Luke Red Bags
Monday	17	Farwell & North			
	29	Oakland & Locust			
	32	Fond du lac & Capitol			
	39	Downer Avenue			
	43	Burleigh/FDL & 35 th			
	47	UWM			
	76	Brady Street			
	49	*Murray & Thomas Lot			
	51	*Burleigh & 35 th Lot			
	81	*Bluemound & 54 th Lot			
	82	*Farwell & North Lot			
	83	*Downer & Park Lot			
	89	*Brady & Warren Lot			
1N1	State St. North				
Tuesday	1N2	Juneau			
	1N3	Knapp			
	1C1	State St. South			
	1C2	Kilbourn #1			
	1C3	Kilbourn #2			
	1C4	Wells St.			
	1C5	Mason St.			
	1C6	Wisconsin Av.			
Wednesday	1S1	CBD East-South Area 1			
	1S2	CBD East-South Area 2			
	2S1	CBD West-South Area 1			
	2S2	CBD West-South Area 2			
	7A1	Third Ward-Area 1			
	7A2	Third Ward-Area 2			
Thursday	2N1	MATC #1			
	2N2	MATC #2			
	2C2	Courthouse			
	2C3	W. Wisconsin Av.			
	2C5	Old World Third #1			
	2C6	Old World Third #2			
	6	Village			
	9	Lincoln			
	58A	Mitchell			
	58B	Malcolm			
Friday	4	Cesar Chavez Drive			
	14	KK & Lincoln			
	18	Mitchell Street			
	33	National & 35 th			
	44	National & 6 th			
	54	*Lincoln & Allis Lot			
	63	*Mitchell, bet 8 th to 9 th Lot			
	64	*Mitchell, bet 9 th to 10 th Lot			
Miscellaneous					

SAMPLE

(*) Denotes Off-Street Parking Area

I CERTIFY THAT THE ABOVE COLLECTION TANKS/BAGS HAVE BEEN DELIVERED TO THE COIN COUNTING CONTRACTOR:

SIGNED: _____ Time Returned: _____



Exhibit 3-Coin Collection Tank (Front View)



Exhibit 4-Coin Collection Tank (Side View)



Exhibit 5-Coin Collection Bag



Exhibit 6 – Red Coin bag from Multi-space Meter

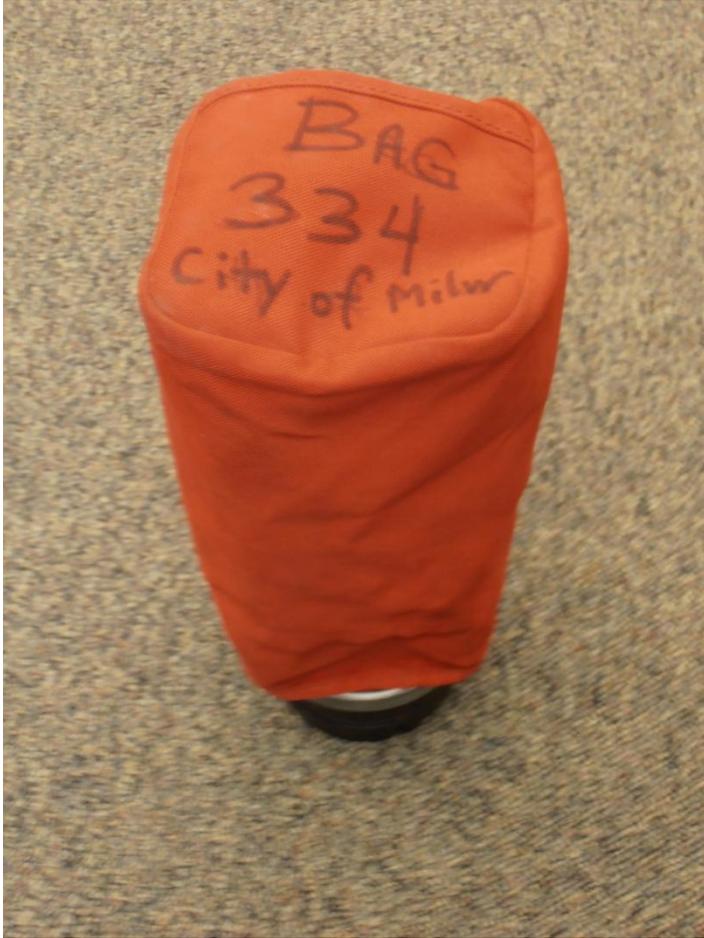


Exhibit 7 – Red Coin bag from Multi-space Meter (Side View) Note bag marking.