

**City of Milwaukee
Department of Public Works**

**Bid Specifications
For**

- 1) TOWING OF POLICE HOLD, ABANDONED AND DISABLED VEHICLES
Zone 1
- 2) TOWING OF POLICE HOLD, ABANDONED AND DISABLED VEHICLES
Zone 2
- 3) TOWING OF ILLEGALLY PARKED VEHICLES
ZONE 1

Official Notice #49-1-2015

April 1, 2015



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SUMMARY MANDATORY CONTRACT DATES

Important Contract Dates Official Notice #49-1-2015

- ✓ Friday, April 10, 2015 at 9:00 am: Bid Packages available at Ziedler Building, Room 506, 841 North Broadway, Milwaukee, Wisconsin 53202 upon payment of a \$10.00 non-refundable fee.
- ✓ Tuesday, April 28, 2015 at 10:00 am: **Mandatory** Pre-Bid Conference at the City of Milwaukee Tow Lot, 3811 West Lincoln, Milwaukee, Wisconsin 53215. Confirm attendance by:
Phone: 414-286-5974 Fax: 414-286-5093
Email: david.lawrence@milwaukee.gov
- ✓ Monday, May 11, 2015 at 4:00 pm: Written Questions and Contract Clarifications due to DPW. All questions must be in writing and be can faxed to 414-286-5093 or e-mailed to david.lawrence@milwaukee.gov
- ✓ Monday, May 18, 2015 at 4:00 pm: DPW responses to submitted written questions due. Responses will be sent to only those bidders who attend the Mandatory Pre-Bid Conference. Responses will be either faxed or emailed.
- ✓ Tuesday, June 2, 2015 at 10:30 am: Bid packages due, sealed bids will be opened after 10:30 at DPW Contract Administration Office at Ziedler Building, Room 506, 841 North Broadway, Milwaukee, Wisconsin 53202.
- ✓ Friday, June 5, 2015: Bid Recommended
- ✓ Friday, June 12, 2015: Bid Award
- ✓ Monday, June 22, 2015 at 4:00 pm: Contract Documents Due
- ✓ Wednesday July 1, 2015 at 12:00 am: Contract Commencement date

TOWING PROGRAM OVERVIEW

The City of Milwaukee owns and operates a Tow Lot responsible for the receipt, processing, storage, control, and disposal of Police Hold, Illegally Parked, Health Nuisance, Disabled, and Abandoned vehicles, and the issuance of towing orders for these vehicles.

The City obtains towing services for these vehicles under four separate contract sections:

Towing Services

1. Towing Contracts

The City of Milwaukee currently obtains primary towing services under four tow contracts:

a. Towing for the Removal of Police Hold, Disabled and Abandoned Vehicle Contract a.k.a. "Police Hold" (Zones 1 and 2). This Towing Contract provides for the towing of several categories of vehicles two separate zones:

- "Abandoned Vehicles", which are vehicles that have been classified as "abandoned" upon proper notice of the Police Department or DPW/Parking Enforcement.
- "Disabled Vehicles", which are inoperable due to accidents or mechanical failure, and must be removed in order to maintain traffic flow and ensure public safety.
- "Police Hold Vehicles", including stolen vehicles, evidence vehicles, prisoner's property vehicles, and safekeeping vehicles, which have been designated by the Police Department for expeditious removal and specialized custody or processing.
- "Nuisance Vehicles on Private Property", these are vehicles that have been cited by Neighborhood Services for being a health risk.

b. The Illegally Parked Vehicle Towing Contract (Zones 1 and 2) provides for the removal of illegally parked vehicles from streets and alleys, including posted tow away zones, private property, and snow routes.

Towing Services required in this contract

- **TOWING OF POLICE HOLD, ABANDONED AND DISABLED VEHICLES TOWING OF POLICE HOLD, ABANDONED AND DISABLED VEHICLES Zone 1**
- **TOWING OF POLICE HOLD, ABANDONED AND DISABLED VEHICLES Zone 2**
- **TOWING OF ILLEGALLY PARKED VEHICLES ZONE 1**

The City is seeking bids for the towing Police Hold and Abandoned vehicles as well as illegally Parked vehicles in Zone 1. Qualified contractors may bid on one, two or all three of the above contract sections.

Contractors will be required to provide such towing services twenty-four (24) hours a day, seven (7) days a week. Contractors are required to make available the minimum number of appropriate tow trucks and associated drivers per zone for City of Milwaukee dispatch at all times. Contractors will be required to perform flat bed towing when required or directed by the City of Milwaukee.

Contractors awarded contracts under this procurement (exceptions):

- A. Will not be required to provide towing service for heavy vehicles over four (4) tons GVW; this will be awarded under separate agreement.
- B. Will not be ordered to tow off-road vehicles which appear to require winching in excess of sixty (30) minutes;
- C. Will not be required to maintain a tow lot;
- D. Will provide towing services from the City Tow Lot to other locations as directed by the Milwaukee Tow Lot at the bid price for tows within the City limits.
- E. Will provide relocation tows within the Tow Lot at one-half ($\frac{1}{2}$) the bid price per tow for this service.

Use of City Tow Lot

Under this program, vehicles deemed covered by this contract will be towed to a City owned and operated Tow Lot located at 3811 West Lincoln Avenue. City personnel are responsible for the management of the lot, control of the towed vehicle inventory, release of vehicles to their owners, security, and the sale or salvage of vehicles abandoned at the City Tow Lot.

The Tow Lot is a secure area. The Commissioner of Public Works or his designee must authorize any persons entering the Tow Lot. Persons must have a valid state issued drivers license on their person at all times. All vehicles must be properly marked and compliant with federal, state and City of Milwaukee standards. Any person who violates Tow Lot Security Policy or entry rules may be banned from the

Lot. Any contractors' personnel, visitors, managers, or other persons entering the Milwaukee Tow Lot will be required to adhere to and sign the security policy.

Automated Support of Towing Functions

The City of Milwaukee currently utilizes a computerized system that provides data on tow requests, tow authorizations, tows performed by tow contractors, vehicle control and redemption, and the sale or disposal of unclaimed vehicles. This information is entered into this computerized database and is tracked by software provided under a separate city contract. This system provides the City with effective inventory control for vehicles in the City Tow Lot and automatically monitors the performance of its tow contractors.

The Contractor is required to provide properly trained, competent staff to operate and perform accurate/timely data entry in to the automated dispatch system on a twenty-four hour basis. If a new contractor is awarded the bid, the City of Milwaukee will provide initial, one time training. and associated materials to the selected contractor's dispatch personnel. It is the responsibility of the contractor to provide training after the initial training has been conducted.

**The City will require the successful Bidder(s) to purchase and maintain a minimum of two computer terminals in Contractor's dispatch office specifically designated to access the City of Milwaukee Tow Dispatch System. The Contractor will, throughout the contract, maintain redundant high speed, internet connections with e-mail capabilities. The City of Milwaukee will pay for any costs associated with software necessary to interface with the Tow Dispatch System. Any installation and equipment cost necessary for access is the responsibility of the contractor. The contractor will maintain two (2) separate telephone lines as well as a dedicated fax line.*

Expected Volumes Police Hold Abandoned

The City offers no guarantee regarding the number of vehicles towed under this Contract. The 2009 and 2014 tow volumes¹ for this contract are listed in the following table.

Code	Tow Type	2009	2010	2011	2012	2013	2014
10	Obvious Disrepair	3	4	1	0	1	1
11	Placard	391	273	136	104	60	63
12	Evidence	72	58	34	22	42	119
13	Safekeeping - With a Reason	1,657	1,706	1,797	1,811	1,849	1,936
14	Prisoner's Property	715	327	248	268	248	202
15	Safekeeping – Accident	2,342	2,186	2,190	2,297	2,399	2,821
16	Unsafe Vehicle	8	8	22	28	19	23
21	RECOVERED STOLEN	961	792	731	883	1,009	1,561
22	Relocation Tow	11	14	4	10	14	22
23	Confiscated/Seized by Court	0	0	0	1	1	0
28	City Tow/Private Property	0	0	0	0	3	530
32	Obstructing Alley/Driveway	364	127	121	132	55	35
45	Handicap Permit Abuse	1	0	1	1	0	0
72	For Sale/Vehicle on Public Property	824	501	283	53	4	2
81	Junk Store/Collected In		2	12	10	2	6
TOTAL		7,349	5,998	5,580	5,620	5,706	7,321

Tow Authorizations

Police Officers or Parking Enforcement Officers will initiate tow requests. Tow authorizations will be forwarded from the Parking Information Desk (or its designee) through the automated dispatch system to tow contractors. via telephone, fax, online or other communication methods.

¹ Categories are representative actual dispatch may vary

SPECIAL INSTRUCTIONS TO BIDDERS

Bidders must understand all the Contract Specifications and are required to meet all the terms and conditions specified herein. The full complement of tow trucks must be available to provide service on the effective date of the contract. Each bidder shall furnish all qualifying evidence as specified herein:

1. Items to be submitted with Bid:
 - a. Bid Bond.
 - b. Affidavit of No Interest.
 - c. Non-Collusion affidavit of Bidder.
 - d. Proof that bidder is currently licensed with the State of Wisconsin as a Licensed Carrier.
 - e. Documentation acceptable to the Commissioner of Public Works, certifying that Bidder, or a principal if Bidder is a corporation, not an employee of Bidder, has at least two year's successful experience in providing twenty-four (24) hour towing and dispatch service in a manner similar to that described in these Specifications. All references should include name, address and telephone number of a contact person.
 - f. Proof of financial stability, which shall consist of one of the following: audited financial statements; 2013 or 2014 Federal and/or State corporate, partnership, or individual tax returns of Bidder (whichever is more recent); or 2013 or 2014 personal property tax returns of Bidder (whichever is more recent).
 - g. An affidavit naming all owners, partners and any person or persons with a financial interest in Bidder's business. Such affidavit must include name(s) address(s) and business relationship(s). If subcontractors are utilized, identical information must be provided for them.

Pre-Bid Award

2. After being notified by the City, the apparent low bidder must submit the following items prior to award of contract, but no later than 4:00 PM on June 22, 2015:
 - a. Tow Vehicle Information
 - i. Proof of ownership to satisfy the requirements for self-owned trucks and equipment as specified for each Zone to include titles and vehicle registration certificates, and towing equipment verification as outlined in this document.

- ii. Executed lease contracts or subcontractor agreements relating to balance of tow trucks and equipment to satisfy full requirements for each Zone.
 - iii. Identification for each vehicle:
 - State registration
 - Vehicle identification number
 - Make, Model and Year
 - License plate number
 - State of Wisconsin Licensed Carrier (LC) number.
 - Verified Insurance Coverage
 - iv. Tow vehicles submitted in this bid package are to be dedicated for City of Milwaukee usage. They may not be submitted for any other City of Milwaukee contract or other contractual purposes.
- b. Federal Communications Commission Operator's License Number and broadcast frequency. Include a listing of all available communication and dispatch equipment.
 - c. Office/Dispatch Site Information
 - i. Address, telephone numbers, and facsimile number of the bidder's office. The Department of Public Works reserves the right to inspect the office site before contract award and during the term of the contract. *The contractor will maintain two (2) separate telephone lines as well as a dedicated fax line.*
 - ii. Detailed description of communications equipment used both in tow trucks and at dispatch site. This must include number of telephone lines, facsimile equipment with number of units, the number of available computer terminals to be used in this contract and an internet connection.
 - iii. A single Office/Dispatch Site may be used to support more than one towing zone, provided its facilities are adequate to handle the volume of work.
 - d. A list of all subcontractor(s), whether SBE or not, working for Contractor, a description of services provided, and copies of executed contracts with each subcontractor.
 - e. A list of tow drivers, dispatchers, managers, any associated support staff and supervisors who will be directly employed by the contractor and a separate list for each subcontractor. List must contain the tow driver's name, birth date, driver's license number, payroll number, and a copy of each driver's valid State of Wisconsin license.

- f. The number of Contractor's staff must be adequate to support a 24-hour per day, seven day per week operation.
- g. Information on proposed additional tow drivers and dispatchers listed separately by contractor and each subcontractor, including dispatcher's name, birth date, driver's license number, payroll number and a copy of each driver's currently valid State of Wisconsin license.
- h. Any employee, tow driver, dispatcher, supervisor or principal of the towing company including its' contractors or sub-contractors who are covered by his contract must be able to successfully pass a background check to enter the Tow Lot. They may not have been convicted of any felony. Consideration may be granted where the employee's felony conviction is unrelated to the duties performed. Exceptions are made on a case-by-case basis and are subject to Milwaukee Police Department (MPD) approval or objection. The contractor shall submit a valid driver's license to the Salvage Supervisor or Assistant Tow Lot Manager for any current or prospective employee prior to contract commencement. New employees of the contractor or its' subcontractors hired during the term of this contract are also subject to background checks, which must be submitted prior to their admittance to the Tow Lot. Background checks on these employees will be conducted by Tow Lot Management in conjunction with MPD who will determine the employees' eligibility for Tow Lot privileges.
- i. All towing related documents and information are the property of the City of Milwaukee. All documents and information must be considered confidential and may not be released or in any way disclosed without the express written consent of the Commissioner of Public Works or his/her designee.

***ALL PROVISIONS OF THE SPECIFICATIONS MUST BE STRICTLY ADHERED TO.**

All insurance, Performance Bond and Payment Bond requirements shall be satisfied and a contract executed by Contractor and Contractor's bonding company within ten (10) days after notice of award has been given in order that the services specified will be available by start of contract on July 1, 2015.

General Bidding Instructions

- A. BIDS
Each bid shall be typed or legibly written in ink on the form provided in this bound copy of proposed 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 Department of Public Works, identified on the outside with the words "**TOWING OF POLICE HOLD, ABANDONED AND DISABLED VEHICLES and Illegally Parked Vehicle Zone 1**"_Official Notice 49-1-2015 and filed with the Commissioner of Public Works, Room 506, Frank P. Ziedler Municipal Building, 841 North Broadway, Milwaukee, WI 53202.

B. BID GUARANTEE

Each bid shall be accompanied by a bid bond, certified check, or cashier's check for Twenty-five Thousand Dollars (\$25,000) per Zone . The bid guarantee shall be made payable without condition to the City of Milwaukee, Wisconsin hereinafter referred to as City. The bid guarantee may be retained by and shall be forfeited to the City as liquidated damages if the bid is accepted and a contract based thereon is awarded and Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after notice of such award is made by the City. The existence of a bid bond does not eliminate any other rights of the City by law or in equity.

C. RELEASE OF BID GUARANTEE

The bid guarantee of each unsuccessful bidder will be released when the contractor's Bid is rejected. The bid guarantee of the bidder to whom a contract is awarded will be released when bidder executes a contract and files a satisfactory bond. The bid guarantee of all other bidders may be retained until a successful contract is signed and executed.

D. BIDS TO REMAIN OPEN

All bids shall remain open for forty-five (45) days after the date on which the bids are opened or until award and execution of the contract, whichever occurs first.

E. WITHDRAWAL OF BID

A bidder may withdraw the Bid at any time prior to the scheduled bid opening by a written request signed in the same manner and by the same person who signed the Bid. Such bidder may not, however, submit another Bid prior to the bid opening.

F. SUBJECT TO APPROPRIATION

Any contract awarded pursuant to this Official Notice shall be subject to the availability of an appropriation by the City of Milwaukee in each fiscal year.

G. NO MINIMUM GUARANTEE

The City offers no minimum guarantee of the amount of business for Bidder's service. Nothing in these Specifications shall be construed to be otherwise, and no claims for additional compensation shall be considered.

H. CONTRACT TERM

The initial term of the contract shall be for three (3) years commencing on July 1, 2015 and ending on June 30, 2018. The contract may be extended for two (2) additional one (1) year periods by mutual agreement between the City and the Contractor, subject to annual Performance and Payment Bond renewal and rate adjustment as provided in these Specifications, "Adjustment of Bid Rates During Contract Renewals". Any agreement to extend the contract shall be in place no less than sixty (60) days prior to the expiration of the original term or subsequent extension. The City reserves the right to require the submission

of updated proof of financial stability and an updated affidavit naming all owners of Contractor's business prior to granting any contract extension.

I. **AUTHORITY OF THE COMMISSIONER**

1. Right to Award/Combine Contracts

Contracts for each Zone will be awarded by the Commissioner of Public Works, whose decision shall be final, to the lowest responsible bidder for vehicles towed submitting a responsive bid for that Zone and the required documentation. Final selection will be based on an evaluation and analysis of the Commissioner and the Commissioner shall have the right to combine both Zones under one contract.

2. Award Process

a. On the Bid Form, Bidder shall quote a Rate per Vehicle Towed for each Zone for which Bidder wishes to be awarded a contract. Bidder shall also specify the total number of trucks available for the work, including those of subcontractors.

b. After opening all bids, the Commissioner will list all bids by Tow Type and corresponding Zone in ascending order, by dollar amount of Bid. The Commissioner will then determine the apparent low bidder for each Zone. If a Bidder submitting the lowest bid for a Zone does not have adequate tow trucks for the Zone, the Commissioner shall select the next lowest Bidder for that Zone who has sufficient trucks.

J. **ACCEPTANCE OF BIDS/CONFLICT OF INTEREST**

Any Bid made will be accepted on the basis that Bidder, by submitting said Bid, represents that it is made in good faith, without fraud, collusion or connection of any kind with any other Bidder for the same work; that Bidder is competing solely on its 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 Bidder is fully informed with regard to all provisions of the Bid, including without limitation the specification, the time of 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 proposal in response to this Bid.

K. **SIGNATURE OF BIDDERS**

All Bidders shall sign the Bid using their usual signature and giving their 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 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. Signatures on Bid must be notarized.

L. **QUESTIONS REGARDING CONTRACT DOCUMENTS**

Any person who is in doubt as to the true meaning of any part of the bid form, specifications, or other proposed contract documents, may submit to the Commissioner a written request for an interpretation thereof no later than 4:00 pm on Monday, May 11, 2015. The person submitting the request shall be responsible for its timely delivery to 3811 West Lincoln Avenue, Milwaukee, Wisconsin 53215 or emailed to david.lawrence@milwaukee.gov. Responses to all questions will be made only in written form. A copy of all written responses will be mailed, faxed, or electronically delivered to each person obtaining a set of contract documents from the City by 4:00 pm on Monday, May 18, 2015. The City will not be responsible for any other explanations or interpretation of the proposed contract documents. Commissioner's interpretation shall be considered final and conclusive between the parties hereto and binding upon them.

M. 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 justifications for termination of the contract. Contractor is responsible for complying with all applicable laws, ordinances, rules, and regulations, which may apply to the work performed under the contract.

N. PERFORMANCE BOND

The Bidder to whom a contract is awarded will be required to furnish a performance bond to the City in the amount of Fifty Thousand Dollars (\$50,000) for each Zone.

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.

O. PAYMENT BOND

The Bidder to whom a contract is awarded will be required to furnish a Payment Bond to the City in the amount of Fifty Thousand Dollars (\$50,000) for each Zone.

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.

P. CONTRACT DOCUMENTS

It is understood and agreed that the Official Notice for Bids, Instructions to Bidders, Bid Proposal, Contract Agreement, Performance and Payment 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.

Q. EMERGING BUSINESS ENTERPRISE PROVISIONS

This Bid requires a minimum eighteen percent (18%), Emerging Business Enterprise (EBE) participation. See Exhibits for complete requirements, definitions, and reporting forms. For further information or clarification regarding the SBE provision, contact the City of Milwaukee Emerging Business Enterprise Program, 200 East Wells Street, Room 102, Milwaukee, WI 53202 or call (414) 286-8751.

R. RESIDENTS PREFERENCE PROGRAM

Chapter 309 of the Milwaukee Code of Ordinances establishes a Residents Preference Program that is implemented through establishing percentages of worker hours to be performed by unemployed residents of certain area. The percentage preferred in this Contract has been established at 25%. Bidder must submit forms related to this requirement as part of the Bid process.

If Bidder cannot obtain the established percentage goal at the time of submission, the bidder must make a reasonable documented attempt to recruit and ensure that all new hires on this project are unemployed residents of the CDBG area until the requirement is met. The Commissioner of Public Works will require documents in a form satisfactory to the Commissioner that this commitment is being met. Failure to comply with these requirements may result in payments being withheld, contracts canceled, debarment from bidding for up to two years, or any other remedy available to the City at law or in equity. The resident's preference provisions are included and are a part of this Bid package.

S. DEFINITIONS

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

1. "City" shall mean the City of Milwaukee, acting through its Commissioner of Public Works and his duly authorized agents.
2. "City Attorney" shall mean the legal representative of the City of Milwaukee and shall conduct all legal business of the corporation and of the departments thereof.
3. "Common Council" shall mean the officially elected representatives from each of the 15 aldermanic districts representing the City of Milwaukee.
4. "Comptroller" shall mean the City official whose duties are set forth in the Milwaukee City Charter.
5. "Neighborhood Services" shall mean the Department that inspects and administers all rules and regulations regarding the construction and use of all facilities on private or public property in the City of Milwaukee.
6. "Health Department" shall mean the City department that examines and preserves public health in the City of Milwaukee and sees that all ordinances and regulations are observed and enforced.

7. "Police Department" shall mean the Police Department of the City of Milwaukee acting through its Chief of Police or his/her duly authorized officers.
8. "Commissioner" shall mean the Commissioner of Public Works of the City of Milwaukee or his duly authorized representative.
9. "Buildings and Fleet" shall mean the Division in the Department of Public Works that is responsible for all maintenance of the City-owned vehicles and equipment.
10. "Milwaukee Tow Lot" shall mean a lot owned and operated by the City of Milwaukee for impoundment of vehicles.
11. "DPW/Parking Enforcement" shall mean the section of the Division of Public Work's Administrative Services Division that is charged with the responsibility (along with the Milwaukee Police Department) of enforcing the City of Milwaukee's various parking ordinances. This section consists of the Parking Enforcement Officers and the Parking Information Desk.
12. "Parking Enforcement Officers/Parking Checkers" shall mean the personnel charged with the responsibility of enforcement of the various parking ordinances through the issuance of parking citations, placards and the initialization of the tows.
13. "DPW/Parking Information Desk" shall mean a unit of the Department of Public's Works Parking Enforcement Section authorized by the City to assign tows to its towing contractors.
14. "Stolen Vehicle Desk" shall mean the unit of the Milwaukee Police Department authorized by the City to investigate and process stolen vehicle reports.
15. "District Attorney" shall mean the District Attorney or duly authorized representative of the County of Milwaukee.
16. "Abandoned Vehicle," for purposes of this contract, shall mean any vehicle specifically classified as abandoned upon proper notice.
17. "Disabled Vehicle" shall mean a vehicle, which due to an accident or mechanical failure has been rendered inoperable and which the owner or operator cannot remove.
18. "Evidence Vehicle" shall mean any vehicle specifically classified as evidence upon proper notice of the Police or the District Attorney.
19. "Stolen Vehicle" shall mean a vehicle reported stolen to a law enforcement agency and subsequently recovered by the Milwaukee Police Department or DPW-Parking Enforcement.
20. "Nuisance Vehicle Tow" a.k.a. "Health Tow" shall mean tows authorized by Neighborhood Services for the removal of abandoned and/or otherwise disabled vehicle from private property.

21. "Nuisance Vehicle Tow Dispatch" shall mean the documents given by City Tow Lot Staff and signed for by the Contractor that authorize the contractor to tow abandoned and/or otherwise disabled vehicle from private property.
22. "Snow Tow" shall mean vehicles towed because of a special snow tow operation declared by the Commissioner during a snow emergency.
23. "Street Relocation Tow" shall mean the relocation of a vehicle from one street location to another street location, which is ordered at the discretion of the Milwaukee Police Department or the Department of Public Works Parking Enforcement.
24. "Tow" shall mean the removal of a vehicle by the contractor in response to a call from the Department of Public Works/Parking Information Desk with a tow authorization (Tow Number).
25. "Tow Delivery Time" shall mean the duration between the time when a "Tow Site Arrival Confirmation" is communicated by the contractor to the Parking Information Desk and the time when the tow driver delivers the vehicle to the custody of staff at the City Tow Lot.
26. "Tow Response Time" shall mean the duration of time between the assignment of a tow to the contractor and contractor's Tow Site Arrival Confirmation.
27. "Tow Site Arrival Confirmation" shall mean that notification by the contractor that one of its tow trucks has arrived at the site at which a tow was requested and that the vehicle is present, or not present, or that the specific address does not exist or the vehicle cannot be found.
28. "Vehicle" shall mean any motor vehicle or trailer as defined in Section 101 of the Milwaukee Code of Ordinances, regardless of condition.
29. "Work" shall mean the equipment, operators, towing, facilities, and services to be furnished under the contract and carrying out of all obligations imposed by the contract documents.
30. "Contract" or "Contract documents" shall include the items enumerated in Section P above.
31. "Contractor" shall mean the corporation, company, and partnership, firm, or individual named and designated in the Contract Agreement or their duly authorized representatives.
32. "Date of Contract," or equivalent words, shall mean the effective date written on the Contract Agreement.
33. "EBE" shall mean Emerging Business Enterprise for the City of Milwaukee as certified by the Joint Certification Program of the City and County of Milwaukee.

34. "Erroneous Tow Site Arrival Confirmation" shall mean a Tow Site Confirmation in which the contractor notifies the Parking Information Desk that the vehicle has been located at designated address but subsequently fails to deliver the vehicle to the City Tow Lot.
35. "GVW." shall mean "gross vehicle weight" as determined by the truck manufacturer's rating.
36. "Illegally Parked Vehicle" shall mean any vehicle standing upon any public way in violation of Section 101-25 of the Milwaukee Code of Ordinances and any amendments thereto.
37. "Arrival to Cancel Time" Tows shall immediately entered upon arrival
38. "No Tow" shall mean a situation in which a contractor has been called to tow a vehicle and arrives at the scene but the vehicle has been removed from the scene by the owner or operator; or when the owner claims the vehicle before the vehicle is connected to the tow truck.
39. "Notification" shall mean that the contractor shall notify the appropriate City of Milwaukee dispatcher immediately when the vehicle has been hitched and ready for tow.

SPECIFICATIONS FOR CITY ORDERED TOWING FOR POLICE HOLD, ABANDONED AND DISABLED VEHICLES

OFFICIAL NOTICE #49-1-2015

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 private contractor(s) for City ordered towing for the removal of POLICE HOLD, ABANDONED AND DISABLED VEHICLES as provided for in Sections 101-25 and 80-49 of the Milwaukee Code of Ordinances and any amendments thereto.

The term of contract will be for three (3) years with two (1) one-year extensions by mutual consent of both parties. Bidders can qualify for contracts only by presenting evidence that they can meet the qualifications as set forth in the Instructions to Bidders.

It is the intent of the contract documents to provide for the complete work under the contractor's superintendence and control. The contractor shall perform all the required work as provided for in the contract documents and provide and furnish equipment, drivers, dispatchers, records, facilities, and services necessary to carry out the work in accordance with the terms of the contract documents and at the prices set forth therein.

INSURANCE

The contractor shall secure and maintain throughout the term of the contract insurance of such types and in such amounts as may be necessary to protect the contractor and the City against all hazards or risk of loss as follows:

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

Worker's Compensation	Statutory
* Employer's Liability	
By Accident – Each Accident	\$ 100,000
By Disease – Each Employee	\$ 100,000
By Disease – Policy Limit	\$ 500,000

* Or limits required by umbrella insurer.

- B. Commercial General Liability: This insurance shall be written on a commercial general liability form, which shall protect the Contractor and the City for injury, personal injury, or property damage.

C. 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.

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

- * Bodily Injury – Each Occurrence \$ 1,000,000
- * Property Damage – Each Occurrence \$1,000,000
- * Personal Injury – Aggregate \$ 1,000,000
- * Or limits required by the umbrella insurer.

(To include contractual liability coverage for risks assumed in this agreement. It requires removal of language in the definition of “Insured Contract” which limits coverage for indemnification of a municipality in connection with work performed for the municipality even if the requirement is established by ordinance. Also requires waiver of aggregate limits with respect to loss involving the City of Milwaukee contract.)

D. 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/Property Damage: Each Accident \$ 1,000,000
- * Or limits required by the umbrella insurer.

E. Garage Keepers Legal Liability (GKLL): This insurance shall be written to protect Contractor and the City against all claims for damage to property of others and is to cover the vehicle and visible contents therein while vehicle is in contractor’s care, custody, or control, including during hookup, while on hook, being towed and unhooked. Garage Keepers Legal Liability shall cover the following specified perils: Lightning, Explosion, Theft, Collision, Mischief, and Vandalism.

Contractual liability exclusion in Garage Keepers Legal Liability agreement is to be deleted. Garage Keepers Legal Liability shall be written on a Direct Coverage Excess Basis.

The limits shall not be less than the following:

Damage to Vehicle

Each Vehicle \$ 100,000
Aggregate\$ 1,000,000

Damage to Visible Contents in Vehicle

Each Vehicle \$5,000

Deductibles required as follows:

Each Vehicle \$500
Visible Contents of Each Vehicle \$250

(To include contractual liability for risks assumed in this agreement requires removal of language in the definition of "Insured Contract" which limits coverage for indemnification of a municipality in connection with work performed for the municipality even if the requirement is established by ordinance. Also requires deletion of Contractual Obligations exclusion from the GKLL insuring agreement.)

- F. Blanket Umbrella Coverage: This insurance shall be written to protect the Contractor and the City against all claims in excess of the underlying general liability, automobile and worker's compensation coverage.

The umbrella limits shall not be less than the following:

Personal Injury/Property Damage

Each Occurrence/Aggregate \$ 1,000,000

The City shall be named as an additional insured on the contracts providing coverage for items B, C, D, and E 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 the contractor, his agents or employees, as specified in Section 115-28 of the Milwaukee Code of Ordinances. Aggregate limit, if shown, does not apply to City of Milwaukee."

Certificates of insurance evidencing the required coverage in items A through E 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 to be followed by copies of the actual policies. Such certificates shall provide a minimum of thirty (30) days written notice to the City before any policy covered thereby is changed or canceled.

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.

The contractor shall be held responsible for any vehicle damage or loss of contents, components, accessories, or attachments resulting from contractor's custody. Contractor or Contractor's insurance carrier shall directly handle any claims for such damage or loss.

The City shall save the contractor harmless from any liability relating to the issuance of a tow authorization by the Milwaukee Police Department, DPW/Parking Enforcement or other authorized City official and any preexisting damage to a vehicle which was reported on Form Pt-27 prior to the tow.

I. 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 contractor's facilities and the work included in this contract and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work.

The Contractor is required to obtain and maintain any required licenses relating to the towing or storage of vehicles with applicable regulatory agencies including but not limited to the Wisconsin Department of Motor Vehicles and Wisconsin Department of Natural Resources.

II. DISCRIMINATORY PRACTICE PROHIBITED

In accord with section 109-9, Milwaukee Code of Ordinances, in all hiring or employment made possible by or resulting from this contract there: 1) will not be any discrimination against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age disability, lawful source of income, marital status, sexual orientation or familial status; and 2) affirmative action will be taken to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, religion, color, national origin or ancestry, age disability, lawful source of income, marital status, sexual orientation or familial status. This provision shall be included in full in all subcontracts.

AMERICANS WITH DISABILITIES ACT

Bidders agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. s12101, EST seq.

MINIMUM (LIVING) HOURLY WAGE RATES

A. In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to Minimum Wage Requirement is mandatory under this Contract. From and after March 1, 2005, 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 \$10.66 per hour. On March 1, 2015, 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.

The Minimum Hourly Wage specified above shall be kept posted by the contractor at each location in a prominent place where it can be easily seen and read by persons employed in the performance of this contract. In addition, copies of the Minimum Hourly Wage requirement shall be supplied to any person employed in the performance of this contract at the request of such person and within a reasonable period of time after the request.

- B. Contractor shall prepare and submit a sworn report or affidavit, form DPW-6, every three (3) months throughout the term and within ten (10) days following the completion of this contract, and shall procure and submit a like sworn report or affidavit for every subcontractor employed by Contractor, to the Department of Public Works, regarding every person employed on or under this contract. Such report or affidavit shall include but not be limited to, the specified time period, each person's name, address, type of work performed, total hours worked, 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 required Minimum Wage Rate per hour (Shown in figures) and that there has not been, nor is there to be, any rebate or refund of any part of said wages by the employee to the employer.
- C. The Department of Public Works will review and monitor this Contract for compliance. Complaints from the Contractor, subcontractor(s) or its employees relating to compliance, will be received and investigated by the Department of Public Works.
- D. Any person employed in the performance of this contract may, within one (1) year from the date of an alleged failure to comply with the provisions of Chapter 310-13 of the Milwaukee Code of Ordinances, file a written complaint with the Department of Public Works regarding such failure to comply. Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of this contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.
- E. The Department of Public Works reserves the right to conduct compliance reviews throughout the term of this contract. If Contractor is not in compliance with the specifications contained herein, the Commissioner of Public Works will notify Contractor in writing of the corrective action, which will bring it into compliance. If Contractor fails or refuses to take corrective action as directed, or submits false, misleading or fraudulent information, or if Contractor or any subcontractor fails to comply with the provisions of Chapter 310-13 of the Milwaukee Code of Ordinances, the Department of Public Works may take one or more of the following actions:
 - 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 violation, and for a period of three years after the second or subsequent violation(s);
 4. Any other remedy available to the City at law or in equity.
 5. Bar any contractor or any contractor's employee from entering the Tow Lot or any towed vehicles on behalf of the City of Milwaukee.
 6. Apply monetary penalties as prescribed in this contract.
- F. Contractor or any of its employees who object to any decision of the Department of Public Works relative to application or enforcement of Chapter 310-13 of the Milwaukee Code of Ordinances may appeal such decision to the Administrative Review Appeals Committee. Such 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 the Administrative Review Appeals Committee to be held within five (5) days of receipt of the appeal. The Administrative Review Appeals 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 the regard shall be final.

PATENTS

Royalties and fees for patents covering processes, materials, articles, apparatus, devices, or equipment used in the work shall be included in the bid amount. Contractor shall satisfy all demands that may be made at any time for such royalties or fees and shall be liable for any damages or claims for patent infringements. Contractor shall, at its own cost and expense, defend all suits or proceedings that may be instituted against the City for infringement or alleged infringement of any patents involved in the work, and in case of an award of damages, Contractor shall pay such award.

BOOKS AND RECORDS: CITY'S RIGHT TO AUDIT

- A. Contractor's Books and Records
Contractor shall, at all times during the term hereof, maintain complete and accurate books and records of its towing operations in a form consistent with good accounting practices including such books and records as would normally be examined by an independent certified public accountant in performing an audit or examination of the contractor's receipts and expenses in accordance with generally accepted auditing standards. Such books and records shall contain a detailed record of tows and no-tows, by zone (if contractor is awarded contracts for more than one zone.) These records shall be updated each shift and shall be available at the contractor's office or dispatching site. Such records may be maintained on a manual or computerized system, but updated information shall be available at all times. These records must be retained for at least seven (7) years from the initial tow date and must be provided to the City upon request.

All printed records shall be the sole property of the City. 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) full years after the date of tow. Furthermore, the contractor shall be required to maintain in an active, readily accessible manner, data for the current contract year as well as records for the previous contract year.

B. Subcontractor's Books and Records

Any agreements between Contractor and Subcontractors shall include a provision, in a form acceptable to the Commissioner, establishing the City's right to audit the subcontractor's books regarding work performed under contractor's agreement with the City.

Any agreements between Contractor and Subcontractors shall be provided to the Commissioner for review prior to execution of any contract.

TERMINATION FOR CAUSE

In the event of default of any contractual obligations by the Contractor; or if performance of the contract is assigned by Contractor without the written consent of the City; or if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed, that the Contractor has failed to meet the Performance Standards as established in these Specifications, 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 its surety of the City's intention to terminate this contract in 48 hours.

If during the term of this contract or extension thereof the Contractor, or any of its duly elected officers if a corporation, is charged with a felony, the Commissioner 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. If the Contractor or any of its duly elected officers is implicated or convicted, the Commissioner reserves the right to terminate the contract.

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 sixty (60) days written notice to Contractor.

ZONING OF CITY FOR CONTRACT PURPOSES

For bidding and contracting purposes, the Department of Public Works has divided the City into two (2) zones.

A. Bids for Multiple Zones:

Bidders may submit bids for more than one Zone, but they will only be awarded a contract for more than one Zone if they are both the low bidder for each Zone and demonstrate that they have the aggregate resources required for each Zone.

B. Zone Boundaries

Zone 1: That part of the City extending South from the North line of East and West North Avenue to the south City limits and from Lake Michigan West to the City limits.

Zone 2: That part of the City extending North from the North line of East and West North Avenue to the North City limits and from Lake Michigan West to the City limits.

WORK TO BE PERFORMED

All towing services described in this section shall be provided on a twenty-four (24) hours per day, seven (7) days per week basis.

Police Hold and Illegally Parked Vehicle Towing

- A. When the Parking Enforcement Section requires the services of a tow truck to take a vehicle into police custody, the Parking Enforcement Officer will arrange to have the tow truck called in accordance with the Milwaukee Police Department and City of Milwaukee, Department of Public Works' procedures. The authorized towing contractor will be furnished with a Form PT-27 (attached as an exhibit), Authorization to Tow. Form PT-27 and the parking citation are to remain with the vehicle and the Contractor is not to retain it except to safeguard it during transport of vehicle. Form PT-27 shall also contain a record of the condition of the vehicle, including pre-existing damage and items readily visible inside the vehicle.
- B. Upon notification by the DPW/Parking Information Desk, Contractor shall dispatch a tow truck to the designated public street or alley address to meet the response time standard established in the Performance Standards in these Specifications. Immediately upon arrival at the designated location the tow truck driver shall notify contractor's dispatcher that either:

1. The vehicle has been located and is being towed; or
2. The driver is at the location and the vehicle is no longer present; or
3. The driver has located the vehicle but the owner is removing the vehicle from the site; or has contracted for a private tow (Accidents). The Parking Information Desk must be notified of the company performing the Tow and destination; or
4. The driver is at the appropriate street and block and has made a reasonable effort to locate the vehicle, but the designated address does not exist or the vehicle cannot be found at the designated address.

Contractor's dispatcher shall then immediately notify the DPW/Parking Information Desk by telephone. This notification shall be referred to as the "Tow Site Confirmation". The duration between the time an Abandoned or Police Hold vehicle tow request is communicated to Contractor and the time Contractor Communicates a "Tow Site Confirmation" to the City Tow Lot shall be termed the "Tow Response Time".

- C. Upon arriving at the tow site and locating the proper Illegally Parked or Police Hold vehicle, after notifying the dispatcher, the driver shall inspect the vehicle and the attached Form PT-27. If there are any discrepancies (i.e. on-site inspection reveals additional damage or property is not fully listed on the form), the driver may not delay the tow of the vehicle. If available, the driver may request further certification by the Police or Parking Enforcement Officer.

If a Police Officer or Parking Enforcement Officer is not present and does not return to the site within thirty (30) minutes of the request, the tow truck driver shall tow the vehicle and request confirmation of damages at the Milwaukee Tow Lot. All discrepancies must be properly documented.

- D. After arriving at the tow site and locating the proper vehicle, the tow truck driver will verify that the PT-27 form is in order. The driver shall remove the PT-27 form from the windshield to safeguard it. The driver will take care to deliver the vehicle to the City Tow Lot or alternate site in the condition that it was when the vehicle was hooked to the driver's truck.
- E. The driver shall be knowledgeable of proper tow procedures, such as disconnecting the linkage, so as not to damage the vehicle in the course of the tow. Linkage must be properly and functionally reinstalled upon delivery to the Tow Lot.
- F. The tow truck driver shall expeditiously remove the vehicle from the designated address and tow it directly to the City Tow Lot with no intermediate stops.
- G. A "Tow site Arrival Confirmation" is communicated by Contractor to the Parking Information Desk through the automated dispatch system. The contractor is

required to enter tow arrival times directly into the system when the vehicle is at the arrival location. The time the tow truck driver delivers the vehicle to the City Tow Lot shall be termed the "Tow Delivery Time". Confirmation at the City Tow Lot will occur upon vehicle delivery. An electronic tow receipt is available through the automated dispatch system and shall include the Tow Number, Make, Model, and delivery time of the vehicle. All Tow Receipts must be accurate and be verified by the intake Tow Lot employee.

- H. Upon arriving at the City Tow Lot, the tow truck driver shall inform the Tow Lot staff of his/her arrival. The driver will wait until the vehicle has been videotaped, deposit the vehicle in the space indicated by Tow Lot staff, and reconnect (or arrange to reconnect) the linkage if appropriate, hand in any forms in his/her custody to the designated Tow Lot staff. Any driver or other Contractors or subcontractor employee may be required to sign in by hard copy or electronically.

Only one driver is allowed at the City Tow Lot facility or yard. Passengers are never allowed. Firearms, weapons, inappropriate materials, or animals are strictly prohibited. Only tow trucks actively towing or picking up a City-dispatched vehicle are allowed on the lot. All contractor vehicles (including contents) that are on the City Tow Lot or in transit with any City-dispatched vehicle are subject to search by designated Tow Lot personnel or the Milwaukee Police Department. The Department may order random contractor vehicle searches. Drivers and all contractor personnel are required to cooperate. Failure to cooperate or to impede the investigation process shall result in contract termination.

Drivers must immediately and directly place the vehicle in the location designated by the Tow Lot staff. Tampering with, loitering, examining, or relaying information regarding any City dispatched vehicle or any other vehicles on the Tow Lot is strictly prohibited. Drivers and the contractor will be subject to prosecution, loss of lot privileges or contract revocation for violation of this standard. Drivers may be required to sign in either in writing or by other electronic means.

Contractor shall legibly mark the vehicle in two (2) inch lettering with the date of tow, tow number, company name, driver's initials, and whether or not there are keys with the vehicle in three locations on the vehicle. This shall be done in the manner shown in the following locations:

1. Upper front windshield on the passenger side; and
2. Lower rear window on the passenger side; and
3. Left and right rear side windows.

All markings are to be done using yellow markers. Markers are to be GP-X Pigmented Opaque Ink, "Yellow 0958-500" or equivalent. Contractor is responsible for supplying their drivers with markers. The City may require the contractor to affix tracking labels to any vehicle towed.

- I. The Police Department or the Department of Public Works reserves the right to require immediate tows from specified Tow Away Zones during all hours. In such cases, the performance time limits referred to elsewhere in these Specifications shall not apply.
- J. Under no circumstances will Contractor be allowed to “piggyback” or simultaneously tow more than one assigned vehicle with a single tow truck. However, when a tow assignment includes tow linked vehicles (such as an automobile and a camper), the tow truck driver may tow the linked vehicles simultaneously if equipment permits. Linked vehicles regardless of the number of tow numbers associated will be billed as one vehicle unless written authorization is received from the Milwaukee Tow Lot.
- K. In accordance with the enforcement powers vested in the Police Department and the Department of Public Works, the City shall have the right under the terms of this Contract to order the services of Contractor without limitation as to public or private property or City limits within the County of Milwaukee. Service ordered under this Section shall be at the applicable contract rate without qualification, except that when a vehicle must be removed from a location outside the City limits shall be assigned to the Contractor for the Zone in nearest proximity to the tow location.
- L. All contractors and their personnel are required to behave professionally and treat all persons with respect. Offensive or violent behavior is never tolerated and may result in the loss of Tow Lot privileges, criminal prosecution, and/or contract termination.
- M. The contractor is encouraged to implement a comprehensive employee alcohol and other drug-testing program. The contractor is required to implement an alcohol and drug testing program for any employee where required by regulation.
- N. The contractor will be required to inventory and report daily by shift, contractor, and sub-contractor the number of tow drivers assigned to City towing, the number of available tow vehicles assigned to City towing and the number of vehicles or employees out of service.
- O. Contractors are required to maintain a comprehensive log of all vehicles delivered to the Milwaukee Tow Lot. Tow records are confidential and will not be copied or distributed to any contractor or sub-contractor. Delivery confirmation records, their updates and maintenance as well as any associated tow delivery information are the responsibility of the contractor. The Milwaukee Tow Lot will provide electronic verification of initial of delivery records for towed vehicles. Unless expressly authorized, tow records are not available to contractors.
- P. All employees of the contractor, sub-contractor, or any party entering the Tow Lot under this contract must adhere to the security policy on page 76. A signed copy of the agreement for each affected employee must be filed with the Milwaukee Tow Lot prior to entry.

6. Performance Standards

A. In performance of the Work under this Contract, Contractor shall adhere to the following minimum Performance Standards for City Ordered Towing of Police Hold, Abandoned and disabled vehicles Parked Vehicles.

Tow Response Times shall be as follows:

- Police Initiated Tows..... 60 minutes
- Recovered Stolen..... 60 minutes
- Abandoned Tows 8 hours

B. On any occasion when Contractor fails to respond to a towing assignment in compliance with the Performance Standards established above, the Department of Public Works shall have the right to assign such tows to another towing company, which may or may not be the Contractor for the other Zone. In cases of a reassignment, such cost shall be deducted from Contractor's payment. If a Contractor fails to respond to the tow within the above performance standards, a \$100 penalty may be assessed and an alternative Contractor may be dispatched at the Contractor's expense.

C. Notwithstanding any of the above provisions, Contractor may not be compensated for tows that are not performed in accordance with the appropriate

XIII. TOWING EQUIPMENT

1. Requirements

The equipment requirements detailed below represent the minimum equipment necessary to perform the work. The City does not, in any way warrant or guarantee that any such levels of equipment will be adequate. If Contractor requires additional equipment to respond to all tow assignments in compliance with the Performance Standards included in these Specifications, Contractor will be expected to provide such equipment at no additional cost to the City. The City will not mandate specific numbers of equipment in excess of the 2 (two) tow trucks and five (5) tilt-bed roll back per Zone; however, the contractor must obtain additional, adequate equipment to respond to tow requests in compliance with the Performance Standards established in these Specifications. Failure to meet minimum equipment or personnel standards that results in missed tows during any period within this contract shall be considered a contract breach and the appropriate steps will be taken.

1. Zone 1:

- A minimum of two (2) tow trucks, minimum 10,000 pounds GVW equipped with a hoist capable of lifting a minimum of four (4) tons; and
- Five (5) trucks with mounting hydraulic tilt bed roll back with hydraulic power winch, capacity four (4) tons, or equal, for the purpose of removing vehicles that cannot be towed by a conventional tow truck.

2. Zone 2:

- A minimum of two (2) tow trucks, minimum 10,000 pounds GVW equipped with a hoist capable of lifting a minimum of four (4) tons; and
- Five (5) trucks with mounting hydraulic tilt bed roll back with hydraulic power winch, capacity four (4) tons, or equal, for removing vehicles that cannot be towed by a conventional tow truck.

Each unit shall be equipped with, a wheel lift unit, two-way radio, GPS tracking system with associated receiving equipment at the dispatch location, and lights and other safety devices as to satisfy Chapter 347 of the Wisconsin Motor Vehicle Code and revision thereto.

Gross Vehicle Weight as specified in this section shall be determined in accordance with the truck manufacturer's rating.

2. Ownership

To qualify for a contract, Bidder shall own a minimum of five (5) tow trucks as specified above, reserved for City dispatched tows, in each Zone, and shall furnish evidence of ownership, lease or option to buy, lease or subcontract the balance of tow trucks specified. Units under lease or subcontract shall be required to bear the name of the contractor as shown in the Bid Proposal and Contract Agreement.

3. Identification of Trucks

All tow trucks assigned to the contract shall visibly display signs (one on each cab door or each side of truck), reading "City of Milwaukee Towing Program 414-286-2700" in a minimum 2 inch lettering, while performing the work. Such signs shall be covered when the trucks are being used for tasks not related to this Contract. Trucks not displaying the contractually required signage shall be prohibited from entering the Tow Lot until proper signage is displayed.

4. Radio Console/Communications:

Contractor shall provide radio consoles and mobile radios for dispatch and control of each tow truck engaged in the work. The console shall be fully compatible with mobile radio units mounted in all tow trucks and supervisory vehicles. In cases where any subcontractor's tow vehicle does not have compatible radio communications, a cell phone is required. Cell phone numbers shall be provided to the Tow Lot prior to use of the vehicle or contractor. This equipment shall be under the exclusive control and supervision of Contractor. Contractor shall comply with all applicable FCC regulations regarding radio operation. The Tow Lot shall be provided with one functional radio capable of monitoring and communicating with all drivers and dispatchers. The contractor's duty supervisor must have and keep available, a cell phone. The contractor shall provide the Tow Lot with a current, updated list of supervisory contacts and contact information.

5. Inspection

Equipment and operating condition of each complete tow truck shall be subject to inspection and approval by the Buildings and Fleet Division before an award of contract is made. Any change of a tow truck will be subject to re-examination and

requires written notification to the Commissioner within twenty-four (24) hours of such change. Buildings and Fleet staff to assure compliance with contract requirements will inspect all equipment every six (6) months during the term of the Contract. Contractor shall make all vehicles available for inspection within two (2) business days of a request by the. Contractor must correct all deficiencies within five (5) business days of notification by the Department of Public Works and remove the vehicle from service until the deficiencies have been corrected.

XIV. DISPATCH/OFFICE FACILITIES

Contractor shall provide an office suitable for the supervision of the work and the general management requirements of this Contract, including the safe maintenance of records. Such office shall have adequate telephone, computer and facsimile equipment to provide for direct contact between the contractor's dispatching staff and both the DPW/Parking Information Desk and the City Tow Lot. The Dispatch Office shall be staffed on a twenty-four (24) hour per day, seven (7) day per week basis, and Contractor shall provide a telephone and cell phone where Contractor can be reached at all times. Contractor shall respond to all such contacts within fifteen (15) minutes.

XVI. TOW TRUCK DRIVERS

A. Employment Status

All tow truck drivers performing work under this contract shall be direct employees of the contractor or of subcontractors supplying towing services to the contractor. Employees must be properly screened and have the ability to safely conduct the duties outlined in this contract. Prospective Drivers may not have any felony convictions or criminal records relating to the improper distribution, sale, or disposition of motor vehicles.

B. License Requirements

Each tow truck driver must be licensed in accordance with the applicable requirements of the State of Wisconsin. Such requirement notwithstanding, tow truck drivers shall, at a minimum, have a valid State of Wisconsin Class D Driver's License. It is the responsibility of the Contractor to verify that drivers have maintained a current and appropriate driver's license.

C. Driver Information

Before award of contract, Contractor shall furnish the names, birth dates, employment application, and driver's license numbers of all tow truck drivers proposed for the work, listed separately by employer (i.e. contractor or subcontractor) to the Commissioner, who will have the Police Department compare Contractor's submission with appropriate records. Contractor shall replace any proposed tow truck driver whose assignment to work would not, in the Commissioner's sole discretion, be in the City's best interest. All driver information shall be forwarded for review within ten (10) days following contract award. The names of all potential employees hired after the contract award must be submitted to the Milwaukee Tow Lot for evaluation at least forty-eight (48) hours prior to performing duties under this contract. The City of Milwaukee reserves the right to prohibit Tow Lot entry to persons based on background investigation or MPD objection.

D. Driver Training

Contractor shall be responsible for adequately training all tow truck drivers assigned to the Contract in the work to be performed, proper techniques for dealing with the public and City personnel in a courteous and professional manner, and the requirements for completing paperwork and communicating tow information to the City Tow Lot as directed. Training must include, but not restricted to, traffic and towing safety. The Tow Lot must be informed of any training activities involving the Tow Lot. Advance notice and copies of driver information is required prior to entry of any trainee on the Tow Lot.

E. Driver Appearance

All tow truck drivers must maintain a clean and neat appearance at all times while performing the services covered by this contract. Picture identification badges must be displayed while performing any activity related to this contract.

F. Driver Conduct

All tow drivers and dispatchers must be drug and alcohol free while performing the services covered in this contract. Alcohol consumption is prohibited 12 hours prior to and during any working shift. The contractor is responsible for taking measures to ensure compliance with this standard.

Contractor and Contractor's employees shall, at all times, treat the public, visitors, co-workers and City personnel in a courteous and professional manner.

A driver's failure to meet the conduct or appearance standard shall result in revocation of the driver's Tow Lot privileges and may be considered a contract violation.

XVII. SUPERVISION

Supervision of all operations of work shall be provided at all times by Contractor through competent 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 execution of the work or notices in connection therewith. The name and contact information for this person shall be given to the Milwaukee Tow Lot and Parking Information Desk prior to each working shift.

Prior to award of the Contract, Contractor shall deliver a list of the representative(s) in charge, including name, title and a brief description of responsibilities, to the Commissioner and the Police Department, and any subsequent changes shall be promptly reported.

The Contractor and Contractor's employees shall, at all times, treat the public and City personnel in a courteous and professional manner.

The Contractor shall be held responsible for any damage or loss of contents, components, accessories, or attachments from towed vehicles resulting from Contractor's negligence while vehicles are in Contractor's custody.

The Contractor or any of its employees shall never enter any portion of any vehicle or relay information designated regarding any vehicle or contents unless entry is necessary to secure a dispatched vehicle. The Contractor or its employees are prohibited from removing any item, content, or portion of any vehicle while in the custody of the Contractor or in the custody of the Milwaukee Tow Lot.

SUPPLEMENTAL TOWING

During Snow Emergencies or other periods of emergency or necessity as declared by the Commissioner of Public Works or designee, the City reserves the right to establish and operate emergency vehicle holding areas and to engage additional tow trucks and drivers to supplement towing capacity available to the City. The contractor will tow vehicles to these designated areas without additional charge to the City.

Under such circumstances, Contractor shall have no claim against the City for any reason.

REQUIREMENT FOR PRIORITY SERVICE

Contractor will give the City first Priority in assigning the seven (7) tow trucks required for each Zone. If Contractor cannot fulfill contractual obligations to tow vehicles either by Contractor's company or any authorized Subcontractor in compliance with the Performance Standards as established in these Specifications, the Commissioner shall engage additional tow trucks and drivers at the contractor's expense to meet that requirement.

All of the remedies for failure to perform shall remain in effect. Failure of the contractor to meet this guideline will result in an assessment of a \$100 penalty for each vehicle not towed within the established time limits.

TOW RATES

- A. Vehicles Tow Under This Contract On the Bid Form, Bidder shall quote a Tow Rate per Vehicle Towed for the initial three (3) year term of the contract. The Tow Rate bid shall apply regardless of the make, location, position, or condition of vehicles to be towed, and shall apply to day, night, weekend, or holiday towing. Wincing as necessary and required shall be provided at the regular Tow Rate and at no additional cost to the City. Vehicles requiring wincing, which are anticipated to take longer than sixty (30) minutes, will be handled by the under a separate agreement. The Contractor may be called for these types of tows under the above referenced agreement and prices.
- B. Street Relocation Tows shall be paid one-half (½) the bid price per tow for the zone.
- C. Non-compensability of Tows Which Do Not Meet Performance Standards Contractor shall not be compensated for tows, which are not performed in accordance with the appropriate Performance Standard for Tow Response Time established in these Specifications.

ADJUSTMENT OF BID RATES DURING CONTRACT RENEWALS

If the Contract should be renewed after its initial three- (3) year term, the "Bid Rates" may be adjusted by no more than the Consumer Price Index (C.P.I.) calculated for the January to January time period in the preceding year of the contract expiration or extension. It is the Contractor's responsibility to make a written request for any allowable increase to the bid price at least sixty (60) days prior to any requested contract extension.

PAYMENTS AND INVOICES

A. Invoicing Requirements

On or before the 15th calendar day of each month, the Contractor shall submit an original invoice and three (3) copies to the Department of Public Works for the aggregate towing charges for the preceding month. This invoice shall be submitted to:

City Towing Program
Department of Public Works – Administration
3811 West Lincoln Avenue
Milwaukee, WI 53215

Each invoice shall be divided into two parts:

1. A cover page signed by the Contractor summarizing the charges by category and in total for the invoice period; and
2. A detailed listing of all work performed during the period. The detailed listing shall have separate sections for Tows and Street Relocation Tows, with a subtotal for each category as well as the total amount of the invoice.

Invoices shall include any other documentation as required by the Milwaukee Tow Lot.

The invoice being submitted shall be signed, dated and must be hand delivered to the designated City Tow Lot staff during first shift (8:00AM – 4:00PM) Monday through Friday. Each bill will have a cover sheet. The Contractor will sign the cover sheet and the designated Tow Lot staff will time stamp the time of delivery. The Contractor will get a copy of the cover sheet as proof of proper delivery of their invoice. No invoice will be accepted after 4:00 PM, on weekends or holidays.

The following data must be provided, sorted by tow number and ascending order:

1. For towing of any vehicles
 - Tow number
 - VIN number
 - Vehicle make and year if vehicle record has no VIN
 - Separated by tow category (health tow, abandoned, etc)
 - Total by zone

During the Contract term, the Department of Public Works may choose to issue to each contractor, no later than the eighth (8th) calendar day for each month, a detailed listing of all tows performed during the previous month. If Contractor finds no discrepancies between Contractor's records and the Department of Public Works' listing, Contractor may utilize the Department's listing as the detail portion of contractor's invoice for the month. Contractor questions about invoice payment may be directed to telephone number (414) 286-5974.

B. Timely Submission of Invoices

1. Contractor acknowledges that timely submission and review of invoices is essential to the proper conduct and operation of the City Towing Program, and contributes to the efficient use of Department of Public Works staff. Accordingly, invoices submitted on or later than the 16th calendar day of the month in which they are due shall not be covered by the City's Prompt Payment Policy.
2. Department of Public Works staff processes such invoices as time permits.
3. In addition, late submission of invoice more than twice in a contract year may, at the Commissioner's discretion, constitute grounds for termination.
4. Invoices, which are submitted in an incomplete or improper manner, will be returned and will continue to be deemed delinquent until submitted properly.

C. Prompt Payment Policy

The City of Milwaukee, as a matter of policy, shall strive to pay in a timely manner all properly completed invoices within thirty (30) days of submission.

Payment to the Contractor will be deemed timely if the payment is mailed, delivered, or transferred within sixty (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 (1%) per month.

PERFORMANCE

Because of the critical nature of the services to be provided, timely and efficient service on the part of Contractor and Subcontractor(s) is essential. Failure to give prompt and efficient service shall be reason for review, reimbursement to the City of its costs, or termination for cause of the contract by Commissioner of Public Works.

A. Inspection, Monitoring and Evaluation

To assure compliance with the terms of this Contract, the Department of Public Works, without notice to Contractor, have the right to enter Contractor's premises to inspect, or otherwise monitor the work being performed.

The Department of Public Works shall also have the right to observe and question Contractor's staff in the field as they perform the work.

B. Regularly Scheduled Management Reviews

The Department of Public Works may schedule a Management Review Meeting monthly. While the Department will attempt to schedule such meetings at the mutual convenience of all parties, it shall have the authority to set meeting dates and times. At such meetings, Department staff will review submission of invoices, inspections of trucks, timely update of tow driver and truck data, erroneous tow site arrival confirmations, office or field site observations, and any other matters that warrant review.

C. Contractor's Failure to Respond

Contractor acknowledges that a repeated pattern of failures to meet the applicable Tow Response Time Performance Standards in these Specifications shall constitute a material breach of this agreement. In the event that the Department of Public Works determines, in its sole and absolute discretion, that Contractor is not meeting the Tow Response Time Standards, the following procedure will be followed:

1. The Department of Public Works will notify contractor that contractor's performance is unacceptable, with examples of non-complying tows;
2. Contractor will take immediate and concrete steps to improve its performance;
3. Within ten (10) days Contractor will submit a written report to the Commissioner detailing the steps it has taken to cure the performance problems; and
4. If, after this procedure, Contractor has failed to take adequate steps to improve its performance, as determined by the Commissioner in his reasonable discretion, such failure shall constitute both a material breach of this Contract and grounds for termination. Contractor shall be notified of the Commissioner's determination in writing.

D. Erroneous Tow Site Arrival Confirmations

Contractor acknowledges that accurate reporting of towing performance is essential to the performance of the work and the prevention of fraudulent billing, and will take all necessary steps to see that Tow Confirmations are made in a timely and accurate manner. Contractor further acknowledges that the submission of erroneous Tow Site Arrival Confirmations shall constitute a material breach of this Contract.

For the second or subsequent submission of an erroneous Tow Site Arrival Confirmation during the term of the Contract, Contractor shall reimburse the City the amount of one hundred dollars (\$100.00) for the efforts of Department of Public Works staff in identifying such erroneous confirmations, reconciling discrepancies in its and the Contractor's records, and correcting its tow records. Such reimbursements may be deducted from subsequent invoices.

A pattern of erroneous Tow Site Confirmations, as determined by the Commissioner in his or her reasonable discretion, shall constitute grounds for termination, and may be used by the City as proof of Contractor's non-responsibility should he/she seek other City work.

E. Retention of City's Rights

Contractor acknowledges and agrees that the exercise of the City's rights to reimbursement described in this Section may be accomplished by the Commissioner at his discretion, by a deduction from a subsequent invoice, and that the Commissioner's imposition of such an exercise shall be in addition to and inclusive of any and all other remedies available to the Department of Public Works and City in law or inequity due to a material breach of this Contract (including without limitation termination).

MODIFICATION TO THE SCOPE OF WORK

Contractor acknowledges that some changes in the procedures and requirements of the City Towing Program may be necessary for it to operate effectively and efficiently.

A. Non-Material Modifications

The Commissioner shall have the right, from time to time, to make changes in the program which do not place additional burdens on Contractor or require additional expenditures. Contractor shall comply with those changes without requesting an adjustment to the rates established subject to Section XXIII, Payments and Invoices, or revision of the Performance Standards established in these specifications.

B. Material Modifications

The Commissioner shall have the right to order changes in the work of a more material nature. Contractor shall comply with such orders immediately. If Contractor feels that such changes impose additional costs, Contractor shall document such by filing a claim within two weeks of the change order. Upon review, the Commissioner shall approve those additional costs, which he determines, in his reasonable discretion, have been properly documented.

Security Agreement: *To be completed and signed by all employees of the contractor and its' subcontractors and submitted to the Milwaukee Tow Lot prior to contract execution*

City of Milwaukee Tow Lot Rules for Contractors, Towing Entities and Visitors

January 16, 2006

1. The City of Milwaukee Tow Lot towing contractors and their sub-contractors are prohibited from directly or indirectly purchasing vehicles dispositioned by the City of Milwaukee Tow Lot.
2. All visitors, contractors, vendors or any person who enters the Milwaukee Tow Lot are subject to search. This includes personal vehicles parked on City property and any items on their person and carried by that person. Inspections will be conducted in cooperation with the Milwaukee Police Department. Any suspicious items will be confiscated and held by the Milwaukee Police Department.
3. All visitors, contractors, vendors or any person not employed by the City of Milwaukee Tow Lot must sign in and out and be authorized by a Tow Lot Manager prior to arrival. Only one person per tow vehicle is permitted. Tow drivers must have and submit a valid driver's license and be registered prior to entry to the City of Milwaukee Tow Lot. Any employee working on the Milwaukee Tow Lot must don the appropriate reflective safety vest or attire.
4. The current towing contractor, its officers, or any employees are prohibited from directly or indirectly purchasing vehicles or their parts dispositioned by the City of Milwaukee Tow Lot.
5. Current Contractors' personal vehicles are not allowed on the City of Milwaukee Tow Lot.
6. Any current contractor or the employee of any current contractor is prohibited from evaluating or entering any vehicles in the custody of, dispatched by, or dispositioned by the City of Milwaukee Tow Lot. Any vehicle information obtained concerning ownership, status, registration or condition is strictly confidential. Release of any confidential information obtained as a contractor for the City of Milwaukee will be grounds for contract termination, loss of lot privileges, and/or criminal prosecution. Any person or contractor violating this rule will be immediately ejected and the entry privileges for the corporation or company may be revoked.
7. Contractors or other authorized lot entrants are prohibited from soliciting vehicle information intended for personal gain from any City of Milwaukee Employee assigned to the Milwaukee Tow Lot.
8. Violation of Tow Lot policies, procedures, or potentially criminal activities must be immediately reported to the Tow Lot Manager or Assistant Tow Lot Manager.
9. Non-Tow Lot personnel are prohibited from removing any item from any vehicle.

Any Contractor or its employees found to be in violation of these rules may will be subject to contract termination and/or be subject to criminal prosecution.

I have received and reviewed the above stated rules.

Employee/Contractor Name: _____

Authorized Signature: _____

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 \$10.66 per hour. **On March 1, 2015, and each March 1 thereafter, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the 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 **\$10.66** per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.
- C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the Contractor does not comply 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 completely 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.
 - 5.

I. **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 after the request.
- B. The Department of Public Works will review and monitor all public works service contracts for compliance. Complaints from service contractors and service contract employees relating to compliance will be received and investigated by the Department with imposition of appropriate sanctions upon any contractor who provides false information or fails to comply with the provisions of this ordinance.
- C. Any person employed in the performance of a DPW service contract as defined in II B may, within one year from the date of an alleged failure to comply, fill a written complaint to the Department of Public Works regarding the failure. No service contractor may discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of a service contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.
- D. Right to Appeal.

Any service contractor or service contract employee who objects to any decision or action of the Department of Public Works relative to application or enforcement of this ordinance may appeal such decision to the Administrative Review Appeals Board. The appeal shall be initiated in writing and sent to the Commissioner of Public Works. The appeal shall state the specific objection to the decision or action, include

supporting documentation, and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair, and the Director of Equal Opportunities Disadvantaged Business Enterprise to be held within five (5) days of receipt of the appeal. The Committee shall have the authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final.

**City of Milwaukee Tow Lot Rules for Contractors, Towing Entities and Visitors
January 16, 2006**

1. The City of Milwaukee Tow Lot towing contractors and their sub-contractors are prohibited from directly or indirectly purchasing vehicles dispositioned by the City of Milwaukee Tow Lot.
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3. All visitors, contractors, vendors or any person not employed by the City of Milwaukee Tow Lot must sign in and out and be authorized by a Tow Lot Manager prior to arrival. Only one person per tow vehicle is permitted. Tow drivers must have and submit a valid driver's license and be registered prior to entry to the City of Milwaukee Tow Lot.
4. The current towing contractor, its officers, or any employee is prohibited from directly or indirectly purchasing vehicles or their parts dispositioned by the City of Milwaukee Tow Lot.
5. Current Contractors' personal vehicles are not allowed on the City of Milwaukee Tow Lot.
6. Any current contractor or the employee of any current contractor is prohibited from evaluating or entering any vehicles in the custody of, dispatched by, or dispositioned by the City of Milwaukee Tow Lot. Any vehicle information obtained concerning ownership, status, registration or condition is strictly confidential. Release of any confidential information obtained as a contractor for the City of Milwaukee will be grounds for contract termination, loss of lot privileges, and/or criminal prosecution. Any person or contractor violating this rule will be immediately ejected and the entry privileges for the corporation or company may be revoked.
7. Contractors or other authorized lot entrants are prohibited from soliciting vehicle information intended for personal gain from any City of Milwaukee Employee assigned to the Milwaukee Tow Lot.
8. Violation of Tow Lot policies, procedures, or potentially criminal activities must be immediately reported to the Tow Lot Manager or Assistant Tow Lot Manager.
9. Non-Tow Lot personnel are prohibited from removing any item from any vehicle.

Any Contractor or its employees found to be in violation of these rules may will be subject to contract termination and/or be subject to criminal prosecution.

I have received and reviewed the above stated rules.

Employee/Contractor Name: _____

Authorized Signature: _____

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BID FORM

CITY OF MILWAUKEE
Department of Public works
Room 516 - municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

(Bids close: Monday, June 2, 2015 at 10:30 AM)

At: Department of Public Works
Room 507, Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

To: Commissioner of Public Works
City of Milwaukee
Room 516 - municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

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

of _____
Street City Zip Code Tel. No.

In conformity with Official Notice Number **49-1-2015**, having examined the scope of the work and the contract documents and being familiar with the conditions to be met, hereby submits the following bid for furnishing equipment, labor, and everything necessary for the completion of the work listed hereunder and agrees to execute the proposed contract and furnish the required bond for the completion of said work at the locations and for the prices hereafter set forth.

Official Notice No. 49-1-2015

BID FORMS

The undersigned bidder deposits herewith a cashier's check or a certified check payable to the order of the Commissioner of Public Works, or an approved licensed surety corporation bid bond in the amount of twenty-five thousand (\$25,000), 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 by the Commissioner of Public Works of the acceptance of this bid or extension thereto as the Commissioner only may deem reasonable, then said cashier's check or certified check shall be retained by and become the property of the City of Milwaukee as fixed and liquidated damages or said bond shall be prosecuted in the name of said City of Milwaukee, and judgment recovered thereon for the full amount of the penalty thereof as liquidated damages in any court having jurisdiction of the actions; otherwise said cashier's check or certified check shall be refunded or the bid bond shall be void.

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 THE COMPLETION OF THE WORK LISTED HEREUNDER AND AGREES TO EXECUTE THE PROPOSED CONTRACT AND FURNISH THE REQUIRED PERFORMANCE BOND FOR THE WORK ON OFFICIAL NOTICE NO. **49-1-2015** FOR THE PRICE SET FORTH HEREIN.

- 1) **CITY ORDERED TOWING FOR ILLEGALLY PARKED VEHICLES
OFFICIAL TOWING OF POLICE HOLD, ABANDONED AND
DISABLED VEHICLES ZONE 1**
- 2) **TOWING OF POLICE HOLD, ABANDONED AND DISABLED
VEHICLES ZONE 2**
- 3) **TOWING OF ILLEGALLY PARKED VEHICLES ZONE 1**

Official Notice No. 49-1-2015

BID FORMS

Basis of Award

Contracts for each Zone will be awarded by the Commissioner of Public Works, whose decision shall be final, to the lowest responsible bidder for vehicles towed submitting a responsive bid for that Zone and the required documentation. Final selection will be based on an evaluation and analysis of the Commissioner.

PROPOSED TOW RATE PER VEHICLE:

1. TOW RATE PER VEHICLE FOR **POLICE HOLD ZONE 1 ONLY** at and for the sum of:

_____ \$ _____
Words Figures

2. TOW RATE PER VEHICLE FOR **POLICE HOLD ZONE 2 ONLY** at and for the sum of:

_____ \$ _____
Words Figures

3. TOW RATE PER VEHICLE FOR **ILLEGALLY PARKED ZONE 1 ONLY** at and for the sum of:

_____ \$ _____

Official Notice No. 49-1-2015

BID FORMS

Tow Equipment Available for Assignment to the Work

Tow Trucks (10,000+ GVW):

Owned by Bidder:

Leased by Bidder:

Owned by Subcontractor:

Leased by Subcontractor:

Subtotal: Tow Trucks (10,000+ GVW)

Hydraulic Tilt Bed Roll Back:

Owned by Bidder:

Leased by Bidder:

Owned by Subcontractor:

Leased by Subcontractor:

(Tow equipment data supplied on this bid will be verified and inspected by Department personnel)

ACKNOWLEDGEMENTS PAGE

Official Notice No. 49-1-2015
Project No. _____

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 GOAL for Resident Preference Program Participation on the project is 25 %

The bidder's commitment for Apprenticeship Program participation on this project is:
Apprentice(s) from 0 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 – IMPORTANT – THREE(3) SIGNATURES ARE REQUIRED
OR BID WILL BE CONSIDERED NONRESPONSIVE.**

Rev. 2/2012

Official Notice No. 49-1-2015

Project No. _____

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

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

Telephone No. _____
Fax No. _____

Address _____

(City, State, Zip Code)



Signed per _____
(Manual **signature required**)

MUST BE SIGNED

Official Capacity _____

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

If a Corporation, answer the following:

Incorporated under laws of what state? _____

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

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

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

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



MUST BE SIGNED

Signature _____

(Title, if any)

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

Notary Public, _____ County

State of _____

(Notary Signature)

My commission expires _____

Disclosure of Ownership

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

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
 - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code

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

Print the Name of Authorized Officer			
Signature of Authorized Officer	Date Signed		
Name of Corporation, Partnership or Sole Proprietorship			
Street Address	City	State	Zip Code

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

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

PRIME CONTRACTOR'S NAME: _____ OFFICIAL NOTICE NUMBER: **49-1-2015**

DATE: _____ TOTAL BID AMOUNT: _____ TOTAL 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 SBE subcontractor(s) and/or material supplier(s) for this project. **NOTE:** To receive full credit, 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 SBE suppliers or other SBE contractors who assist in management of the project. I/We propose to utilize the following SBE subcontractor(s) and/or material supplier(s):

Fill in BID REQUIREMENTS: ___ 18 ___ %SBE

SBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	LIST DESIGNATION: SMALL BUSINESS	PERCENT OF BID	AMOUNT	EXPLAIN WORK TO BE PERFORMED/MATERIAL SUPPLIED	AUTHORIZED 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 SBE requirements may render the Bid/RFP nonresponsive.

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

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

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

To ensure DPW is in compliance with any 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

Submittal required prior to start of work on this project.

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

**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: _____

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.



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

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

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

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

Please check one:

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

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

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

Authorized Signature: _____
Printed Name: _____ Date: _____



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

Notary Public Signature

Printed Name
My commission expires: _____

(SEAL)

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

procurement.services@milwaukee.gov



**DEPARTMENT OF PUBLIC WORKS
SMALL BUSINESS ENTERPRISE PROGRAM**

Form D –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 49-1-2015

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

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

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

List all 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 SBE Payment Certification Form (Form E) for each sub listed.**

NAME OF SBE FIRM(s)	WORK/SERVICE PERFORMED or MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL \$ PAID TO DATE
TOTAL PAID TO 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 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 SBE percentage **REQUIRED** on this project and the 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.**

City Of Milwaukee
Department Of Public Works
Small Business Enterprise Program (SBE)
Subcontractor Payment Certification

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

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

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

SBE Subcontractor Name : _____

Official Notice No.: _____ Project No. 1 **DPW Contract No. C** _____

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

Dated: _____ Signature of **SBE** Subcontractor: _____

Printed Name & Title of **Certified SBE** Subcontractor:

Acknowledged by **Prime** Contractor Signature: _____

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

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

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

Prime Contractor: _____

SBE Subcontractor: _____

Official Notice No.: _____ Project No. 1 **DPW Contract No. C** _____

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

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

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

Acknowledged by: **SBE** Subcontractor Signature: _____

Printed name & Title of **SBE** Subcontractor: _____

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 B2GNow 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) at 414-286-5553 should you have any questions or concerns regarding the training or reporting process.

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.

**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 ...**49-1-2615**

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.

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_____.

City Of Milwaukee

Department Of Public Works

Small Business Enterprise (SBE) Provisions

I. General

- A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise (SBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified SBEs 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 SBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve the minimum percent of SBE participation listed in the Acknowledgements page/section and/or the Official Notice document.
- B. The prime contractor shall prepare and submit accurate and timely SBE 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 SBE 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 SBE utilization reports and SBE 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. "SMALL BUSINESS ENTERPRISE" (SBE) means a small business concern that is 51% 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 51% of the beneficial ownership interests in the enterprise and who hold at least 51% 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 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

III. SBE Utilization Requirements

- A. Each prime contractor shall utilize SBE to the minimum percent listed in the Acknowledgements section/page and or Official Notice Document for this contract. Note that the prime contractors shall be required to attain SBE participation on their base bid excluding specified allowances, alternatives, and change orders. SBE commitments relative to contract award shall be based upon the approved SBE Compliance Plan (Form A).
- B. The determination of SBE utilization shall be based on the following criteria:
 1. The firms identified as SBE by the prime contractor on the SBE 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 SBE firms only if all of the identified scope of work is performed directly by the certified SBE firm.
 3. The prime contractor shall be credited for the entire expenditure to SBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the SBE goals may be expended for SBE suppliers that do not manufacture products they supply.
 4. The prime contractor shall count toward the SBE requirement only those payments to SBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an SBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an SBE 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 SBE, the full amount of the work performed by that third tier SBE can be counted toward SBE participation. However, if the third party subcontractor is not an SBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-SBE subcontractor. SBEs 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 SBE requirement. The Commissioner of Public Works will make the final determination and evaluation of whether the SBE 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 SBE 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, SBE Certification designation and contact person names for the certified SBE contractors that will participate on the project as subcontractors or suppliers;
 - b. A description of the scope of work to be performed by the SBE on this project; and
 - c. The SBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.

2. Listing an SBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the SBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.
3. SBE participation is an element of bid responsiveness. Failure to meet the specified SBE 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 SBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.
4. Only SBEs that have been certified by the Office of Small Business Development may be listed on the SBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified SBE 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
www.milwaukee.gov/osbd

- D. After execution of the contract, if for any reason an SBE cannot perform, the prime contractor shall contact the Commissioner of Public Works for approval to substitute another certified SBE 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-SBE firm may be substituted with the approval of the Commissioner of Public Works.
- E. If the prime contractor has a problem in meeting the SBE requirements or if any other problems relative to SBE(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 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 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 SBE Participation**

Construction 2%

The Purchase of Goods and Services 20%

The Purchase of Professional Services 18%

**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 the minimum percent of WORKER HOURS, as listed in the acknowledgements section/page and/or the Official Notice document 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. Forms shall be submitted to DPW, Room 506, Municipal Building, 841 North Broadway, Milwaukee, WI 53202.
- 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 as 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 organization 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.

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 Small 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.

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, 2014 to June 30, 2015**

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

Household Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	21,590	1,800	900	831	416
2	29,101	2,426	1,213	1,120	560
3	36,612	3,051	1,526	1,409	705
4	44,123	3,677	1,839	1,698	849
5	51,634	4,303	2,152	1,986	993
6	59,145	4,929	2,465	2,275	1,138
7	66,656	5,555	2,778	2,564	1,282
8	74,167	6,181	3,091	2,853	1,427
9	81,678	6,807	3,404	3,142	1,572
10	89,189	7,433	3,717	3,431	1,717
11	96,700	8,059	4,030	3,720	1,862
12	104,211	8,685	4,343	4,009	2,007
For Each Additional Household Member Add	7,511	626	313	289	145

Source: Wisconsin Department of Public Instruction

PROPOSED RESIDENT/APPRENTICE UTILIZATION FORM

This is a preliminary statement of proposed workforce needs where known

Official Notice # _____ Project # _____ Contract # _____

Contractor _____

JOB CATEGORY	PROPOSED # OF HOURS ON THIS PROJECT	PROPOSED # OF HOURS FOR SPECIAL IMPACT AREA RESIDENTS	PROPOSED # OF HOURS FOR ALL OTHER WORKERS
TRUCK DRIVERS:		(%)	(%)
OPERATING ENGINEERS:			
<i>Journeyman</i>		(%)	(%)
<i>Apprentices</i>		(%)	(%)
SKILLED TRADES: (Specify)			
<i>Journeyman</i>		(%)	(%)
<i>Apprentices</i>		(%)	(%)
<i>Trainees</i>		(%)	(%)
LABORERS: (Specify type)			
		(%)	(%)
		(%)	(%)
		(%)	(%)
		(%)	(%)
		(%)	(%)

NAME and ADDRESS of Target Area Residents:

NAME and ADDRESS of Apprentices:

**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. Currently, Section 310-13 requires that **on March 1, 2015 and each March 1 thereafter, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor shall be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage. **No contractor may use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor as of December 31, 1995.**
- B. The Contractor agrees to prepare and submit whichever is requested, be it either or both of the following documents: A sworn report (DPW-6) every 3 months or an affidavit (Form J) within 10 days following the Contractor's completion of the contract/or yearly for any contract extension. Contractor will procure and submit like documentation from every subcontractor employed by the contractor to the Department of Public works regarding every person employed on or under this contract or subcontract. Said documentation shall certify that each and every employee has been paid in full the amount of not less than \$10.66 per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.
- C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the Contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the Contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed or if the contractor, prime or sub, submits any documents which contain any fake, misleading or fraudulent information or if the contractor or subcontractor fails to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below:
1. Withhold payments on the contract.
 2. Terminate, suspend, or cancel the contract in whole or in part.

**Department of Public Works
City of Milwaukee
Service Contract Wage Requirement Provisions**

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.

**Department of Public Works
City of Milwaukee
Service Contract Wage Requirement Provisions**

C. Any person employed in the performance of a DPW service contract as defined in II B may, within one year from the date of an alleged failure to comply, fill a written complaint to the Department of Public Works regarding the failure. No service contractor may discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of a service contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.

D. Right to Appeal.

Any service contractor or service contract employee who objects to any decision or action of the Department of Public Works relative to application or enforcement of this ordinance may appeal such decision to the Administrative Review Appeals Board. The appeal shall be initiated in writing and sent to the Commissioner of Public Works. The appeal shall state the specific objection to the decision or action, include supporting documentation, and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair, and the Director of Equal Opportunities Disadvantaged Business Enterprise to be held within five (5) days of receipt of the appeal. The Committee shall have the authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final.

SUMMARY OF HOURS WORKED

(TARGET RESIDENCY VS TOTAL HOURS)

Name	No. of Hours of Special Impact Area Workers	% of Total Hours	No. of Hours of All Other Workers	% of Total Hours	Total of All Worker Hours
Prime Contractor:					
Subcontractors:					
GRAND TOTAL					

**CITY OF MILWAUKEE
SUBCONTRACTOR AFFIDAVIT OF COMPLIANCE
WITH MINIMUM WAGE SCALE AND SPECIAL AREA WORKER HOURS PROVISIONS**

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

I, _____, being duly sworn, state that:

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

and make this affidavit pursuant to the provisions of § 66.0903 (9), Wisconsin Statutes, and Wisconsin Administrative Code section § DWD 290.13 regarding wage and fringe benefit rates for municipal contracts for construction of public works and pursuant to Section 309-41 of the Milwaukee Code of Ordinances.

2. I have recently completed the work required under the terms of the contract dated _____,
With the City of Milwaukee, Department of Public Works and _____
for the construction of all or part of the above-named public works (Name of Prime Contractor)
project and make this affidavit in order to obtain my final payment.

3. I have fully complied with the wage and hour requirements as set forth in the above-referenced contract and paid overtime rates (1-1/2 times) for any work over ten (10) hours per day or forty (40) hours per week.

4. I have full and accurate records which clearly show the name, trade or occupation, and home address of every laborer, worker, or mechanic that I employed in connection with the work on this project, as well as the hours worked and actual wage and fringe benefits paid to such employees. These records will be kept at _____ in the custody of _____, whose address and telephone number are _____. These payroll records and evidence of compliance set in Paragraph 4 will be retained and made available for inspection for a period of at least **seven (7)** years following the completion of the project and will not be removed without prior notification to the commissioner of Public Works.

5. I certify that _____ were the total number of hours worked on this project with _____ hours being worked by residents of the special impact area and _____ hours being worked by all other workers.

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

Subscribed and sworn to before me this _____
Day of _____, 20_____

(Notary Signature)

Notary Public, State of _____

(Contractor Signature)

My commission Expires: _____

