ORM DPW-125 (REV. 10/26/05)

OFFICIAL NOTICE NO. 79

Project Central MacArthur Square Plaza

3

BID

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

Bids Close:10:30 A.M. Friday, June 1, 2012

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

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

of _____
Street City Zip Code Telephone Number

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

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

Name of Proposed Subcontractors	Class of Work	Amount	Check Box If M/W/SBE

Official Notice No. 79 -Project 3-(Central) MacArthur Square
Mow DPW Parking Lots
Remove Trash/Debris from lots
Weeding and Weed Control as needed
Remove broken glass as needed
Mulch Existing Planting Beds

See Locations per Drawings

For furnishing all material and doing all the work necessary and required for **DPW- Parking, mow DPW parking lots, remove trash, remove broken glass as needed, weeding and weed control, mulch of existing planting beds at various locations per drawings in Milwaukee, WI.,** all in accordance with the drawings and project manual. Season begins July 9, 2012 through November 30, 2012 and from April 15, 2013 through November 30, 2013.

Base Bid for 2012 through 2013:

(Bid in Figures)_____lump sum

(Bid in Words)_____lump sum

NOTE: If there is a discrepancy between figures and words, words will rule.

Acknowledgement Page

ACKNOWLEDGEMENTS PAGE

Official Notice No. 79
Project No. 3 Central MacArthur Square

MINORITY/WOMEN/SMAILL BUSINESS ENTERPRISE PROGRAMS, RESIDENCE 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/SMAILL 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 follow:

The bidders commitment for M/W/SBE participation on this project is 25%

For a complete listing of City of Milwaukee certified M/W/SBE firms, see the Office of Small Business Development's (OSBD) website at http://city.milwaukee.gov/osbd. If there are any questions regarding M/W/SBE certified firms, please contact OSBD office at (414) 286-5553.

The bidder's commitment for Resident Preference Program Participation on the project is N/A

The bidder's commitment for Apprenticeship Program participation on this project is: N/A

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 (10) days after the receipts of the official notice is award.

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

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

We acknowledge the receipt of Addenda _____to_____ inclusive.

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

Signature Page

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

Rev. 2/2012

Official Notice No. _____

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)

MUST BE SIGNED

Signed per _____
(Manual signature required)

Official Capacity _____

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

If a Corporation, answer the following:

Incorporated under laws of what state? _____

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

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

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

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

MUST BE SIGNED

Signature _____

_____
(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20___

_____
(Notary Signature)

Notary Public, _____ County

State of _____

My commission expires _____

Non Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

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

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

_____, the Bidder that has submitted the attached Bid;

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

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

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

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

(Check One) _____
Signature of:

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

_____
Notary Signature

My commission expires _____, 20 _____.

Disclosure of Ownership

State of Wisconsin
Department of Workforce Development
Equal Rights Division

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.
The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

(1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**

(A) The contractor, or a shareholder, officer or partner of the contractor:
- (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
- (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

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

Other Construction Business

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

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

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

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

MWSBE Form "A"

This form should list the name(s) and address(s) of the City certified MWSBE subcontracting firms that will be doing some of the work and the percentage of the work performed. The City certified subcontractor also needs to sign this document in the appropriate column. If the prime CONTRACTOR is 100% certified, the prime CONTRACTOR'S name and address should be listed here.

(Rev. 01/ 2012)

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

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

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

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

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

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

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

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

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

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

Affidavit of Compliance

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.

Title	Officer Name	Address
President	_____	_____
Vice President	_____	_____
Secretary/Treasurer	_____	_____

Subscribed and sworn before me this _____

day of _____, 20___.

_____ _____
Notary Signature Contractor Signature

Notary Public, State of _____

My Commission Expires: _____

1121-2004-1516/96897

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

City Of Milwaukee

Department Of Public Works

Minority/Women/Small Business Enterprise (MWSBE) Provisions

I. General

A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Minority/Women/Small Business Enterprise (M/W/SBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified MWSBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. For the purchase of Professional Services the requirement is 18%. To that end, the Commissioner of Public Works, as a contracting officer for the City, requires all bidders to utilize MWSBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve a minimum_____% MWSBE participation.

B. The prime contractor shall prepare and submit accurate and timely MWSBE utilization forms and reports to the Department of Public Works. The reports shall include, but not be limited to, Compliance Plan (Form A), monthly utilization (Form D), and MWSBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports to the Department of Public Works may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final MWSBE utilization reports and MWSBE subcontractor payment certification forms are on file with the Department of Public Works.

C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, the Department of Public Works may take one or more of the actions listed below:

1. Terminate or cancel the contract, in whole or in part.

2. Consider possible debarment of the prime contractor from bidding.

3. Withhold payments on the contract.

4. Any other remedy available to the City at law or in equity.

II. Definitions

A. "MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE" (MBE), (WBE) or (SBE) means a small business concern that is 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

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.

.outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

III. MWSBE Utilization Requirements

A. Each prime contractor shall utilize MWSBE to a minimum of _____% on this contract. Note that the prime contractors shall be required to attain MWSBE participation on their base bid excluding specified allowances, alternatives, and change orders. MWSBE commitments relative to contract award shall be based upon the approved MWSBE Compliance Plan (Form A).

B. The determination of MWSBE utilization shall be based on the following criteria:

1. The firms identified as MWSBE by the prime contractor on the MWSBE Compliance Plan (Form A) must be certified by the Office of Small Business Development prior to bid opening.

2. The prime contractor shall be credited for the entire expenditure to MWSBE firms only if all of the identified scope of work is performed directly by the certified MWSBE firm.

3. The prime contractor shall be credited for the entire expenditure to MWSBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the MWSBE goals may be expended for MWSBE suppliers that do not manufacture products they supply.

4. The prime contractor shall count toward the MWSBE requirement only those payments to MWSBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an MWSBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an MWSBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an MWSBE, the full amount of the work performed by that third tier MWSBE can be counted toward MWSBE participation. However, if the third party subcontractor is not an MWSBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-MWSBE subcontractor. MWSBEs are required to notify the Department of Public Works if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the MWSBE requirement. The Commissioner of Public Works will make the final determination and evaluation of whether the MWSBE is performing a commercially-useful function.

C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. The completed MWSBE Compliance Plan (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder."

1. Information on Form A shall include, but not be limited to:

a. The names, addresses, telephone numbers, MWSBE Certification designation and contact person names for the certified MWSBE contractors that will participate on the project as subcontractors or suppliers;

b. A description of the scope of work to be performed by the MWSBE on this project; and

c. The MWSBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.

2. Listing an MWSBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the MWSBEs listed. If awarded the

contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.

3. MWSBE participation is an element of bid responsiveness. Failure to meet the specified MWSBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent low bidder. Under certain circumstances, failure to meet specified MWSBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.

4. Only MWSBEs that have been certified by the Office of Small Business Development may be listed on the MWSBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified MWSBE firms is maintained at:

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

D. After execution of the contract, if for any reason an MWSBE cannot perform, the prime contractor shall contact the Commissioner of Public Works for approval to substitute another certified MWSBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-MWSBE firm may be substituted with the approval of the Commissioner of Public Works.

E. If the prime contractor has a problem in meeting the MWSBE requirements or if any other problems relative to MWSBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.

F. Certification from programs other than the Office of Small Business Development is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.

G. Right to Appeal.

All contracts awarded under ss.7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with applicable City ordinances for participation of the Office of Small Business Development. Following the opening of any bid involving a determination under applicable City ordinances for participation of M/W/SBE, the Commissioner of Public Works shall make a written recommendation as to the lowest responsible bidder and notify all bidders by publication in an official City newspaper as to the content of the written recommendation. Any bidder who objects to the recommendation on grounds of determinations made under applicable City ordinances for participation of M/W/SBE may appeal the recommendation on such grounds by filing a written appeal with the Commissioner of Public Works within five (5) working days of the date of publication. The appeal shall state the specific objection to the recommendation, include supporting documentation and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair and the Director of the Office of Small Business Development to be held within five (5) days of receipt of the appeal. The Committee shall have authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final. In the event a timely appeal, meeting the requirements above is not filed, or the Committee affirms the Commissioner's recommendation following a timely appeal, meeting the requirements above, the Commissioner shall make an award in accordance with the recommendation.

H. Percentage of Required MWSBE Participation

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

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

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

	Construction	Goods & Services	Professional Services
MBE			
African American Firms	5.57%		
Asian American Firms	0.07%		
Hispanic Firms		3.23%	
Native American Firms		0.17%	
WBE	7.31%	17.09%	
SBE	12.05%	4.51%	18%
TOTAL	*25%*	*25%*	*18%*

Form D MWSBE Monthly Report

Rev. 1/2012

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

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

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

Form D
(Rev. 1/2012)

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

Form D – M/W/SBE MONTHLY REPORT

(1) Report for the Month of _____20_____ (Final: yes ___ no ___)

(2)Prime Contractor/Firm_____

(3)Full Address & Phone Number:_____

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

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

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

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

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

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

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

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

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

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

(14) Date_____

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

Form E MWSBE Subcontactor Payment Certification

(attach to Final Form D)

FORM E
(Rev.01/2012)

City Of Milwaukee

Department Of Public Works

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

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

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

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

M/W/SBE Subcontractor Name : _____

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

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

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

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

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

Acknowledged by **Prime** Contractor Signature: _____

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

****

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

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

Prime Contractor: _____

M/W/SBE Subcontractor: _____

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

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

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

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

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

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

Slavery Disclosure Affidavit of Compliance

(Back of Notice to Contractor)

NOTICE

ALL PREVAILING WAGE CONTRACTS AWARDED BY THE DEPARTMENT OF PUBLIC WORKS AFTER THE FIRST OF ANY CALENDAR YEAR ARE SUBJECT TO THE NEW PREVAILING WAGE SCHEDULE THAT GOES INTO EFFECT ON JANUARY 2ND. THE PREVAILING WAGE SCHEDULE INCLUDED IN BID PACKAGES ISSUED LATE IN THE PRECEDING YEAR MAY NOT BE TOTALLY ACCURATE FOR CONTRACTS OFFICIALLY AWARDED AFTER THE TURN OF THE YEAR. THE NEW PREVAILING WAGE WILL BE INCORPORATED INTO THE CONTRACT WHEN AWARDED.

BIDDERS ARE REQUIRED TO UTILIZE THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT'S "DICTIONARY OF OCCUPATIONAL CLASSIFICATIONS AND WORK DESCRIPTIONS" TO DETERMINE THE APPROPRIATE JOB CLASSIFICATIONS AND WAGE RATES FOR THEIR EMPLOYEES PRIOR TO BIDDING. THIS DOCUMENT CAN BE FOUND ON THEIR WEBSITE AT DWD.WISCONSIN.GOV; TYPE "DICTIONARY" IN THE SEARCH BOX.

CITY OF MILWAUKEE - DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF COMPLIANCE

DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED FROM SLAVERY BY CONTRACTORS

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

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

Please check one:

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

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

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

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

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

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

NOTARY PUBLIC _____County, _____State

SIGNATURE: _____ (Seal)

PRINT NAME: _____

My commission expires: _____

Ref: slaverydisclosureaffidavit

NOTICE TO CONTRACTORS

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

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

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

Department of 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 that $6.05 per hour. **On March 1, 1996, and each March 1 thereafter, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the U.S. Department of Health and Human Services most recent poverty guideline for a family of three. **No contractor may use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor as of December 31, 1995.**

B. The Contractor agrees to prepare and submit an affidavit, Form J, within ten days following the Contractor's completion of the contract, and to procure and submit a like affidavit from every subcontractor employed by the contractor to the Department of Public Works regarding every person employed on or under this contract or subcontract. Said affidavits shall certify that each and every employee has been paid in full the amount of not less than **$9.18** per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.

C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the Contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the Contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed or if the contractor, prime or sub, submits any documents which contain any fake, misleading or fraudulent information or if the contractor or subcontractor fails to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below:

1. Withhold payments on the contract.

2. Terminate, suspend, or cancel the contract in whole or in part.

3. After due process, consider debarment of the contractor from bidding for a one-year period after the first violation and for a three-year period after the second.

4. Any other remedy available to the City at law or in equity.

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

II. Definitions

A. Professional Service Contract – any contract in which the majority of workers engaged in the performance of the contract perform work which:

1. Is predominantly intellectual and varied in nature, as opposed to work which involves routine mental, manual, mechanical or physical labor.

2. Requires advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher education or a hospital.

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

III Service Contract Utilization Requirements

A. For every service contract as defined in II B above, the minimum hourly wage specified in I B above shall be kept posted by the contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of such contract. In addition, copies of the minimum hourly wage requirement shall be supplied to any person employed in the performance of a service contract at the request of such person and within a reasonable period of time after the request.

B. The Department of Public Works will review and monitor all public works service contracts for compliance. Complaints from service contractors and service contract employees relating to compliance will be received and investigated by the Department with imposition of appropriate sanctions upon any contractor who provides false information or fails to comply with the provisions of this ordinance.

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

D. Right to Appeal.

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

Form J Prime Affidavit for Wage Requirement Compliance

DPW- FORM J
Revised 3/08

Period Starting:_____
Period Ending:_____

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

STATE OF_____)
) SS.
_____County)

Project Name_____

DPW Contract No._____

I, _____, being duly sworn, state that:

1. I am the _____ of _____, a _____ (State)
   Corporation, partnership, or individual of _____, _____,
   (Circle one) (City, Village, Township) (State)
   and make this affidavit pursuant to the provisions of Chapter 310-13 of the Milwaukee Code of Ordinances.

2. I have recently performed work or completed the work required under the terms of the contract dated _____, with the City of Milwaukee, Department of Public Works and make this affidavit in order to obtain partial/final payment.

3. I have fully complied with the wage and hour requirements for every employee as set forth in the above-referenced contract and paid overtime rate (1-1/2 times) for any work over forty (40) hours per week. There has not been, nor is to be, any rebate or refund of any part of said wages paid to the employee.

4. I have received similar evidence of compliance with the contract wage rates from each of my (if any) subcontractors who worked on this project.

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

Title	Officer Name	Address
President	_____	_____
Vice President	_____	_____
Secretary-Treasurer	_____	_____

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

_____
(Notary Signature)

Notary Public, State of _____

My commission Expires: _____

_____
(Contractor Signature)

Form J1 Subcontractor Affidavit for Wage Requirement Compliance

DPW- FORM J1
Revised 3/08

Period Starting:_____
Period Ending:_____

CITY OF MILWAUKEE
SUBCONTRACTOR AFFIDAVIT OF COMPLIANCE
WITH WAGE REQUIREMENTS FOR SERVICE CONTRACTS

STATE OF_____)
) SS.
_____County)

Project Name_____

DPW Contract No._____

I, _____, being duly sworn, state that:

1. I am the _____ of _____, a _____ (State)
   Corporation, partnership, or individual of _____, _____,
   (Circle one) (City, Village, Township) (State)
   and make this affidavit pursuant to the provisions of Chapter 310-13 of the Milwaukee Code of Ordinances.

2. I have recently performed work or completed the work required under the terms of the contract dated _____, with the City of Milwaukee, Department of Public Works and _____ (name of prime contractor) and make this affidavit in order to obtain partial/final payment.

3. I have fully complied with the wage and hour requirements for every employee as set forth in the above-referenced contract and paid overtime rate (1-1/2 times) for any work over forty (40) hours per week. There has not been, nor is to be, any rebate or refund of any part of said wages paid to the employee.

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

Title	Officer Name	Address
President	_____	_____
Vice President	_____	_____
Secretary-Treasurer	_____	_____

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

_____
(Notary Signature)

Notary Public, State of _____

My commission Expires: _____

_____
(Contractor Signature)

Official Notice No. 79

Project No. 3 Central MacArthur Square Plaza

SPECIAL PROVISIONS

1) Remember to list all subcontractors and the work they will perform.

2) If there is a discrepancy between figures and words, words will rule.

3) Bidders are advised that the "affidavit of no interest" requirements must be strictly adhered. If a bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin. The failure of prospective bidders to comply with these requirements may disqualify the bid.

4) **NOTE:** The MWSBE forms are included with this bid package. The names of Certified MWSBE contractors may be found on- line at http://mpw.milwaukee.gov/services/bids_home
Or you may contact Ms. Eunice Harris at (414) 286-8749 or Ms. Nyesha Turner at (414) 286-8781.

   Read all the instructions and complete the required forms.

   The **Form A** may be submitted with the bid or within three (3) business days of the bid opening.

   A certified MWSBE bidder may be used to *satisfy* the 25% MWSBE participation, if awarded the contract as a prime contractor. If applicable, the MWSBE prime contractor must perform work for the required full 25% participation.

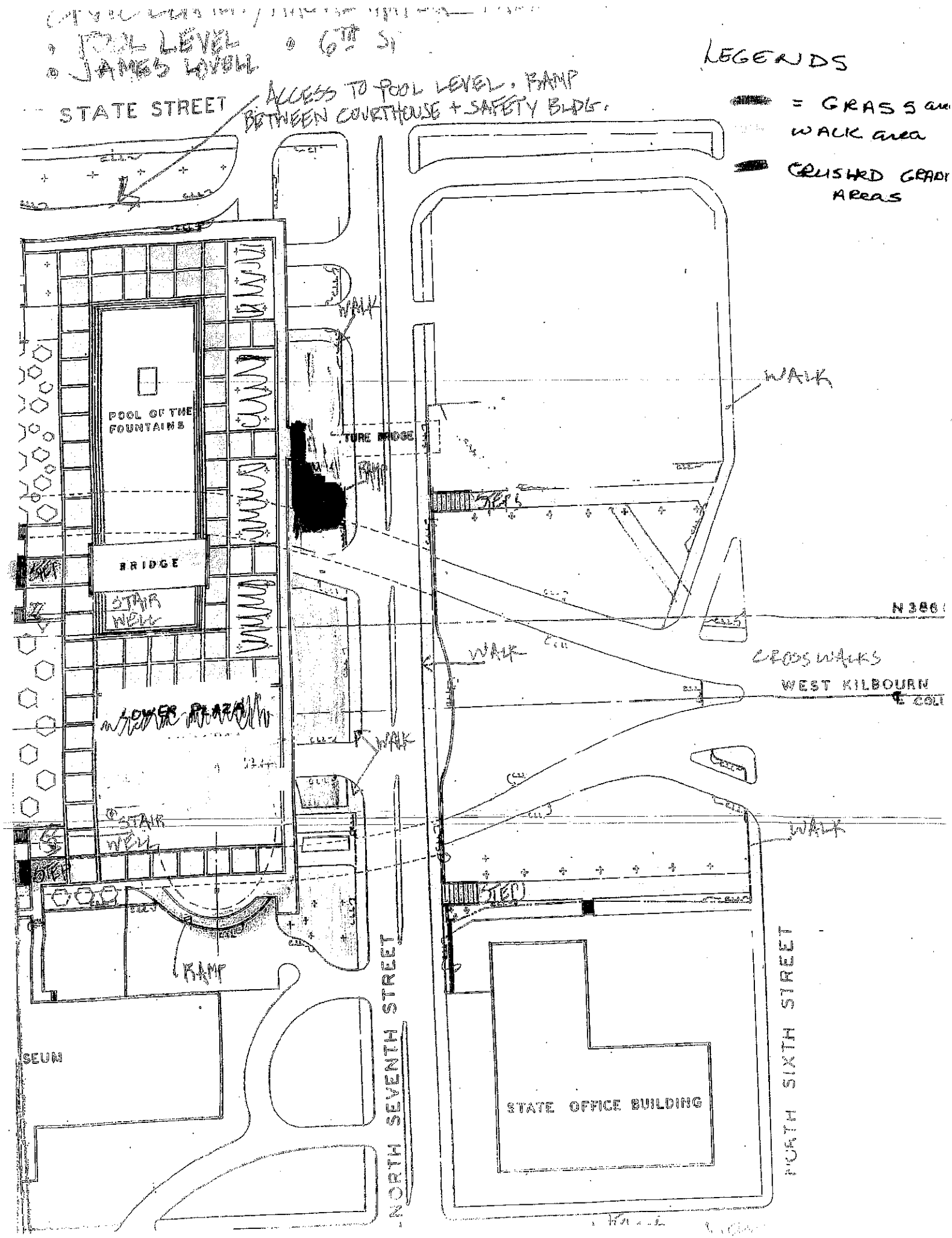
BID

Official Notice No.79
South Side Lots
Project No. 3

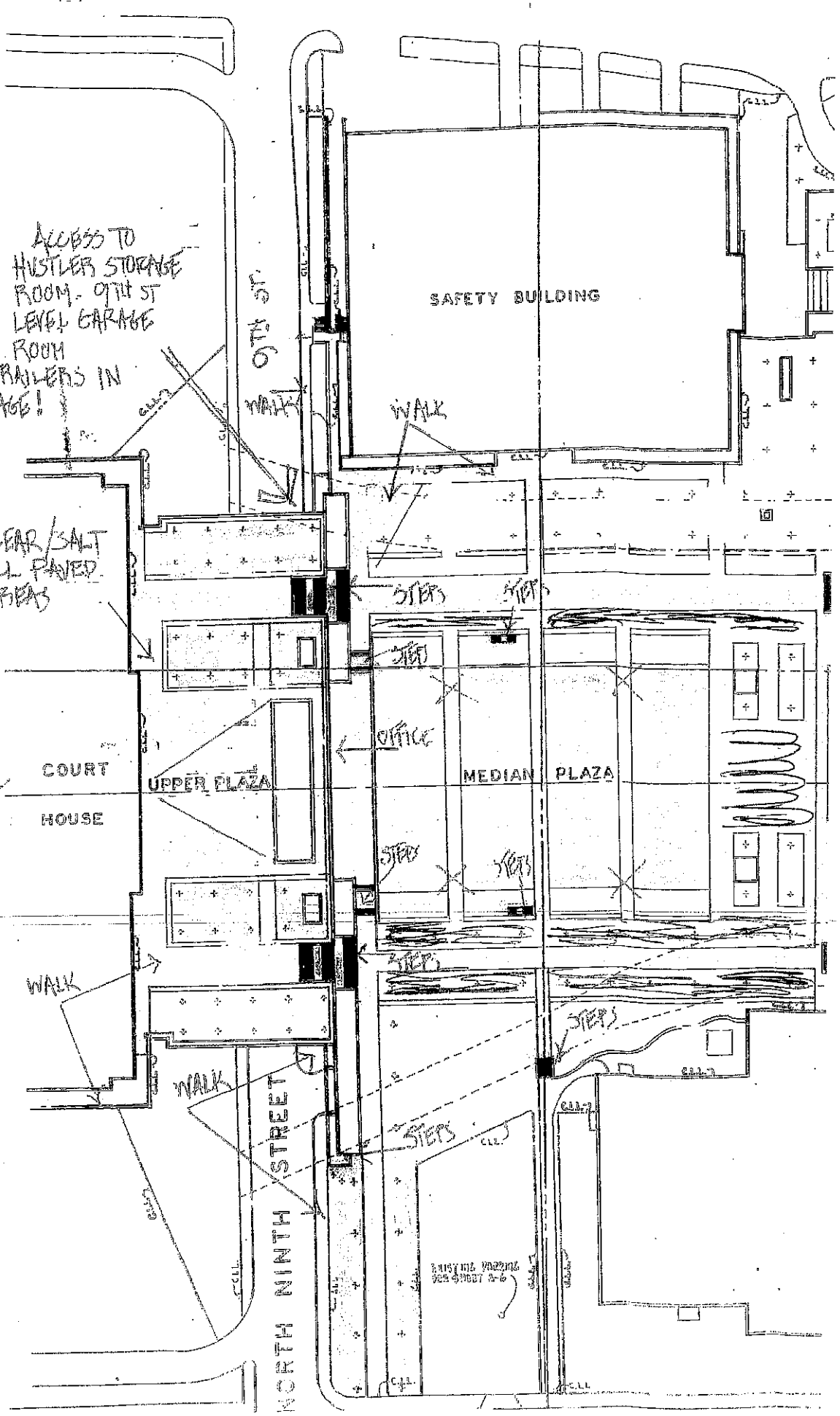
For furnishing labor, materials and equipment necessary and required as described on the drawings and in the written specifications for mowing, weeding, trash removal for the City of Milwaukee off-street parking lots and surrounding sidewalks at the following locations:

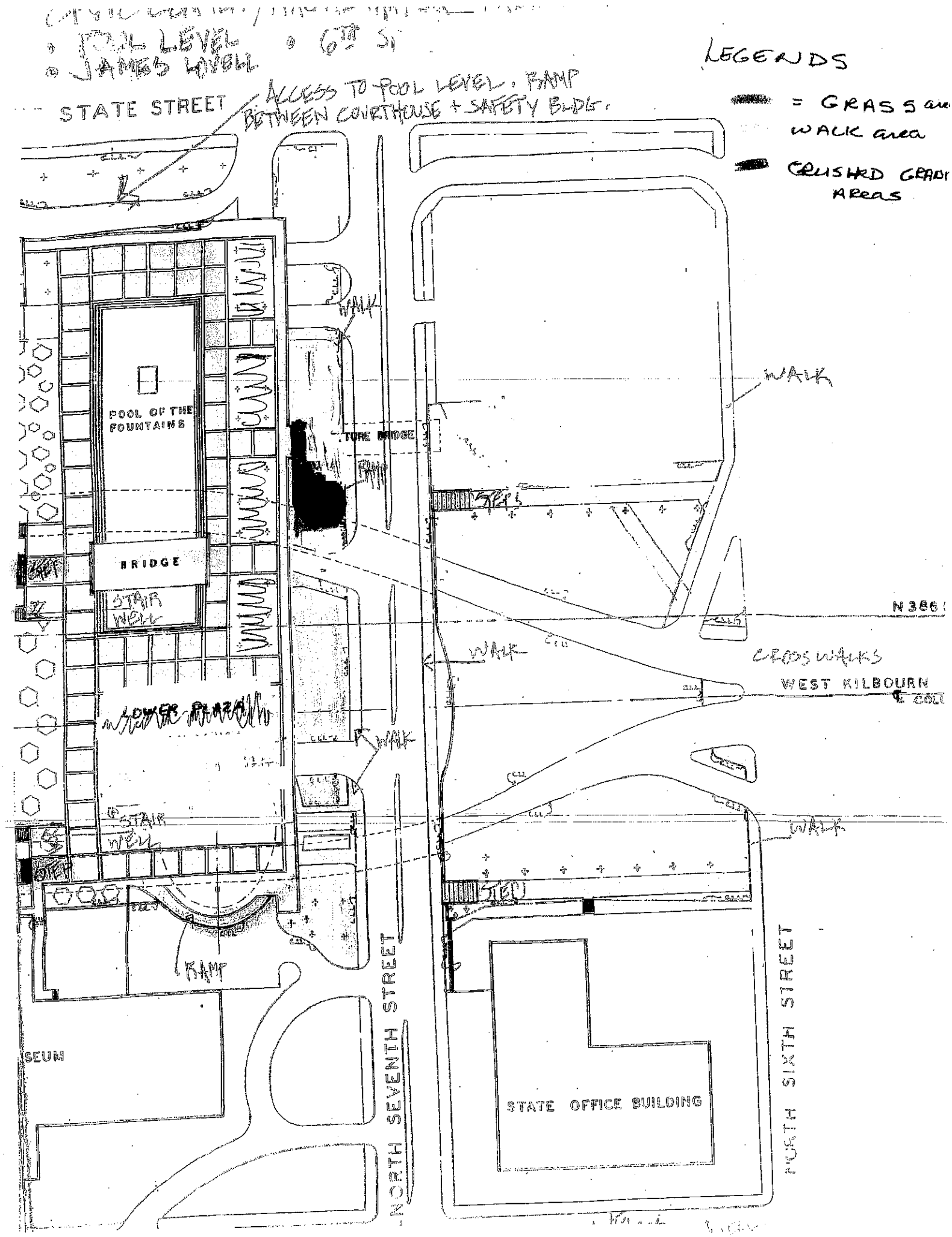
PROJECT 3

MacArthur Square Plaza (3 Levels)


POOL LEVEL
JAMES LEVEL
6TH ST
LEGENDS
= GRASS AREA
WALK area
CRUSHED GRADE AREAS
STATE STREET
ACCESS TO POOL LEVEL. RAMP BETWEEN COURTHOUSE + SAFETY BLDG.
WALK
POOL OF THE FOUNTAINS
TURE BRIDGE
RAMP
STEPS
BRIDGE
STAIR WELL
WALK
CROSSWALKS
WEST KILBOURN
LOWER PLAZA
WALK
STAIR WELL
WALK
STEP
RAMP
SEUM
NORTH SEVENTH STREET
STATE OFFICE BUILDING
NORTH SIXTH STREET

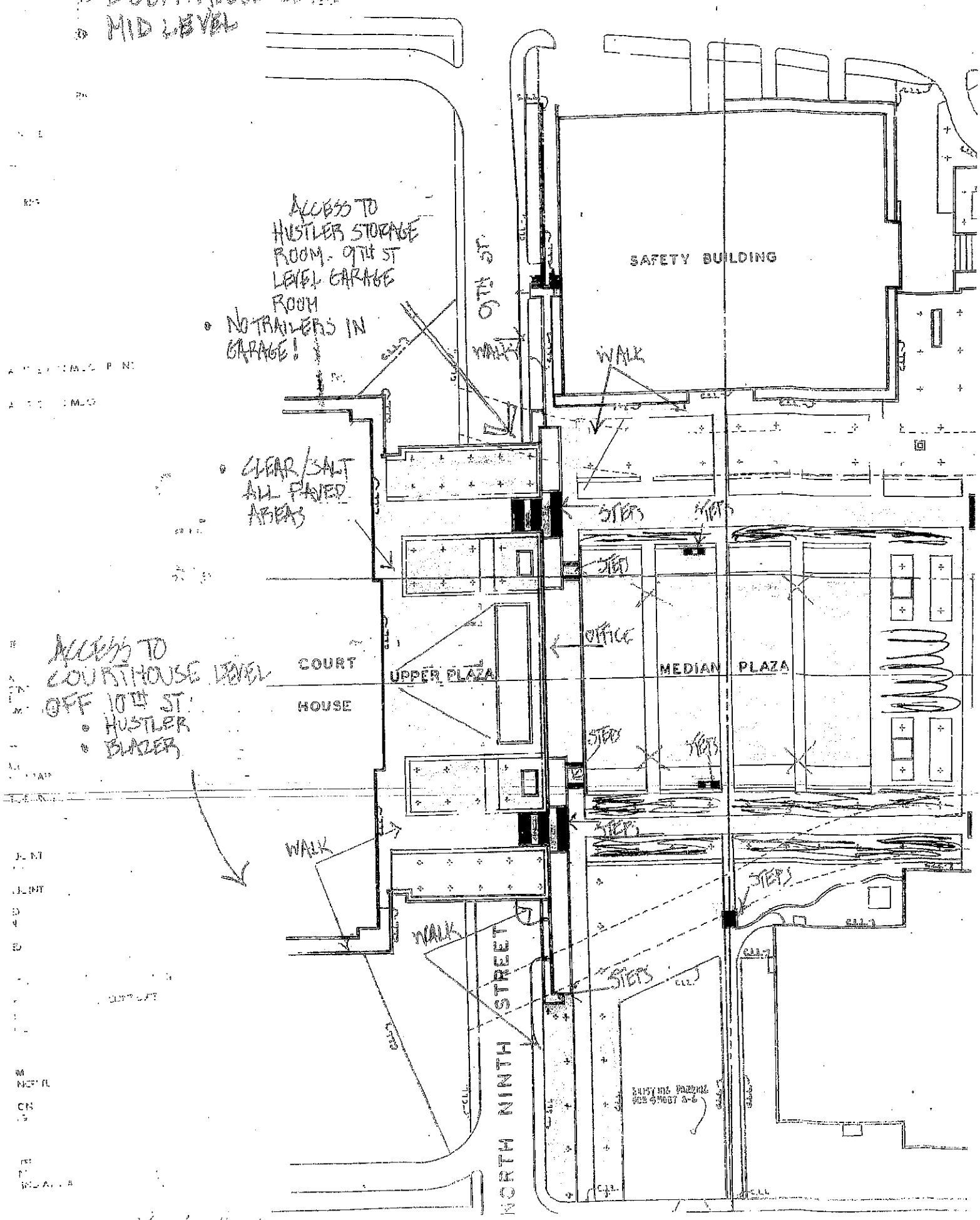
- COURTHOUSE LEVEL
- MID LEVEL





POOL LEVEL
6TH ST
JAMES LOVELL
LEGENDS
= GRASS area
WALK area
CRUSHED GRAN
AREAS
STATE STREET
ACCESS TO POOL LEVEL, RAMP BETWEEN COURTHOUSE + SAFETY BLDG.
WALK
POOL OF THE FOUNTAINS
TURE BRIDGE
RAMP
STEPS
BRIDGE
STAIR WELL
N 386
CROSS WALKS
WEST KILBOURN
LOWER PLAZA
STAIR WELL
STEP
RAMP
SEUM
NORTH SEVENTH STREET
STATE OFFICE BUILDING
NORTH SIXTH STREET

- COURTHOUSE LEVEL
- MID LEVEL



LIST OF EQUIPMENT PROPOSED FOR PROJECT NUMBER 3

Item	No.	Make	Year	Identification No.	Type	Owner/Lienholder
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						

City of Milwaukee
Department of Public Works-Parking
Mowing and Trash Removal from
DPW Parking Lots and MacArthur Square Plaza
Standards and Bid Specifications
Official Notice 79

1.0.0 SCOPE OF WORK:

1.1.0 The work shall include but not be limited to the furnishing of all labor, materials, supervision, equipment and services as may be necessary or requested to perform mowing of lawns, removal of grass clippings, and trash /debris pick up, removal of broken glass as needed and removal in the specific project areas for the City of Milwaukee Department of Public Works Parking Operations, hereinafter, referred to as "DPW-PARKING".

The work shall consist of: the removal of all litter and loose debris from plaza and lots prior to each mowing; the mowing of weeds and grass to a 2-3 inch cutting height; the trimming of grass and weeds around trees, fences, posts, fire hydrants, poles, etc.; and the reporting of nuisance garbage or hazardous conditions (i.e. dead trees, broken hanging branches, etc.) and/or situations needing to be brought to the attention of the DPW-PARKING. This shall also include an initial spring clean-up no later than May 1, 2013 to include the removal and disposal of all litter and loose debris in each of the three project areas (1, 2 and 3).

1.1.1 The term of this contract shall be for two (2) mowing seasons commencing in the first half of July 2012 (date to be determined) and terminating on November 30, 2013.

1.1.2 A CONTRACTOR may be awarded between one and three project areas, based upon lowest responsible bid in each area.

1.1.3

Project 1 -South Side Off Street Parking Lots (22) twenty two Locations.

Season 2012 – Approximately July 8 - November 30, 2012
10 Mows in 21 lots;
Remove trash/debris from 22 lots;
Fall clean-up to include all leaves and trash/debris from 22 lots,
Install bedding chips in existing planting areas, as needed
Weed control, as needed

Season 2013 – Approximately May 1, November 30, 2013
18 Mows in 21 lots;

Remove trash/debris from 22 lots;
Fall clean up to include all leaves and trash/debris from 22 lots,
Provide and install mulch in existing planting areas, as needed
Weed control as needed

Project 2 -North Side Off Street Parking Lots (22) twenty two Locations

Season 2012 - Approximately July 8 - November 30, 2012
10 Mows in 18 lots;
Remove trash/debris from 22 lots;
Provide and install mulch in existing planting areas, as needed
Fall Clean up to include all leaves and trash/debris from 22 lots.
Weed control, as needed

Season 2013 Approximately May 1, November 30, 2013
18 Mows in 18 lots;
Remove trash/debris from 22 lots;
Provide and install mulch in existing planting areas, as needed
Fall clean-up to include all leaves and trash/debris from 22 lots.
Weed control, as needed

Project 3 -Central MacArthur Square Plaza

Season 2012 - Approximately July 8 - November 30, 2012
12 mows of plaza from N. 9th Street to N. James Lowell, between W. Wells and W. State, including 3 levels on the plaza.
Consecutive removal of trash/debris weekly including emptying of trash cans.
Weed control of crushed granite areas, as needed.
Provide and install mulch in existing planting areas as needed
Fall and Spring clean up in all areas listed above to include all trash/debris.
Rinse sidewalk and stairwells as needed

Season 2013 - Approximately May 1, November 30, 2013
22 mows of plaza from N. 9th Street to N. James Lowell, between W. Wells and W. State, including 3 levels within the plaza.
Consecutive removal of litter/debris weekly including emptying of trash cans.
Weed control of crushed granite areas, as needed.
Provide and install mulch in existing planting areas, as needed
Fall and Spring clean up in all areas listed above to include all trash/debris.
Rinse sidewalk and stairwells as needed

2.0.0 LOCATION OF WORK:

2.1.0 All work is to be performed within the corporate limits of the CITY as divided into the areas as shown on the drawings in the specifications, and subsequent additions and deletions thereto as may be made at the discretion of the DPW Parking. If lots are added or deleted, compensation will be adjusted based upon the total number of lots in each project.

3.0.0 WORK TO BE DONE:

3.1.0 Work Requirements:

3.1.1 Grass Mowing:

- Turf shall be mowed as otherwise necessary to maintain a neat appearance
- Rough cutting and bush hogging will not be permitted.
- Addition or elimination of any mowing cycles or areas to be mowed shall be at the sole discretion of the Contract Administrator or his/her designee.
- Plaza and lots shall be cleaned of visible loose debris (including paper, glass, plastic, metal etc. that would be shredded or scattered during mowing operations prior to any mowing activity.
- All cleaning and disposal shall be the responsibility of the CONTRACTOR's work force or subcontractor without added cost to the City.
- Hidden debris shredded and/or scattered during mowing operations shall be raked, bagged and removed by the CONTRACTOR's workforce immediately after mowing.
- All bags shall be removed from the plaza/surface lots by the end of the work day.
- Failure to clean the plaza/surface lots prior to mowing will result in a stop work order until litter and debris removal is completed. **A One hundred dollar ($100.00) fee will be assessed for each incident of mowing through litter or for leaving trash bags on site over night.**

3.1.2 Trimming:
Any vegetation not cut by the mowing operation that is located adjacent to, above, or hanging over the curb line or overhanging any hard surface area must be trimmed during each mowing cycle. Trimming shall be done in such a controlled manner so as not to damage trees, shrubs, vehicles, adjacent buildings, etc. or endanger motorists or pedestrians.

3.1.3 Litter Removal: Remove litter weekly on all City owned lots, public rights of way, and MacArthur Square plaza levels (as applicable to contract). Any broken glass shall be swept and removed from lots. CONTRACTOR may be asked to

return to a lot more often than once a week on an *ad hoc* basis, when broken glass is found in lot(s).

3.1.4 Mulching of Planting Beds: CONTRACTOR shall supply and place mulch on all existing planting beds. This is not a scheduled work item and shall be done only when inspection directs the need. The mulch shall be delivered and spread on the same day.

3.1.5 Weeding of Planting Beds: CONTRACTOR shall remove all weeds from all planting beds. All required equipment for this work shall be provided by CONTRACTOR. The beds shall be weeded regularly so as never to become unsightly.

3.1.6 Application of Fertilizer or Weed Killer: **Project 3 CONTRACTOR** shall supply and spread fertilizer or weed killer on all grass areas at MacArthur Square levels as needed. All applications of fertilizer and weed killer shall be done per the recommendations of the manufacturer of the material.

3.2.1 Equipment: Equipment to be purchased/leased upon award of contract and committed for use in this contract must be declared by the CONTRACTOR on Equipment Inventory "A-1" for each project. False or misleading information regarding equipment availability or intent shall result in bid withdrawal and permanent disqualification from future bid solicitations. All declared equipment is subject to verification at any time during the contract period.

3.2.2 Mowing: All mowing equipment shall be commercial grade outfitted with flail, reel, mulching or rotary type decks. **A minimum of two (2) continuously operable and available commercial mowers are required for each project area.** Residential grade tractors or mowers are unacceptable.

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

3.2.4 Trimming of Hedges: Projects 1 and 2 each require one (1) hedge trimming per season. Project 3 (MacArthur Square Plaza) requires two (2) hedge trimming per year. Additional trimmings may be required as needed.

3.3.0 Starting Work:

3.3.1 Mowing: In 2012, the approximate commencement of services will be July 9. In 2013, the mowing cycle must begin no later than May 1. CONTRACTOR is required to have the designated minimum pieces of equipment ready and available for use April 15th – November 30th of each year.

3.3.2 Mowing cycles for each project area shall begin upon notification by DPW-PARKING, but not sooner than July 9, 2012.

3.3.3 In each of the three project areas (1, 2 and 3), more mow cycles may be required than specified. If required, the CONTRACTOR will be paid for each additional mowing at the contract rate calculated by dividing total bid by number of mows specified in bid, per season.

4.0.0 **BIDS:**

4.1.0 Basis of Bids:

4.1.1 CONTRACTOR shall base bid per project area on labor, equipment, time and material. CONTRACTOR may bid on one or more projects.

4.2.0 Bid Security:

Bid security required is five hundred dollars ($500.00) for each project area bid, The required security must be in the form of a certified or bank cashier's check made payable to City of Milwaukee, or when indicated in said Notice or Invitation to Bid, a bid bond issued by a Surety licensed to conduct business in the State of Wisconsin and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The bid bond must be accompanied by a copy of the power of attorney for the agent or attorney-in-fact signing the bid bond. The bid security of the successful bidder shall be retained until the bidder has executed the Agreement and furnished the required contract security, whereupon it will be returned. Upon failure to execute and deliver the contract and furnish the required contract security within ten days of Notice of Award, the Commissioner may annul the Award and the bid security of that bidder shall be forfeited and the City reserves the right to pursue any available remedies against the bidder. The bid security of all except the two lowest bidders shall be returned after the opening of bids. The balance of the bid deposits, except that of the lowest responsible bidder, will be returned after the Commissioner has made an award to the lowest responsible bidder.

4.3.0 Acceptance or Rejection of Bids:

4.3.1. The contract shall be awarded to the lowest responsible bidder whose bid complies with the bid specifications. The Commissioner reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the bid of any bidder who is in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof or who shall have willfully or

negligently failed to enter into a contract with satisfactory surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids.

4.2.2 The CONTRACTOR shall submit with the executed contract the required performance and payment bonds and proof of required insurance coverage within ten (10) days after contract award notification.

4.3.0 Modification and Withdrawal of Bids:

Bidders are expected to examine the invitation to bid, drawings, specifications and all instructions pertaining to services described herein. A bidder may withdraw a bid because of error, omission or mistake at any time before the opening of the bids. In such case, the bid shall be returned unopened, and the bidder shall not be entitled to bid on the contract unless it is re-advertised and re-let.

After bid opening, a bidder may only withdraw or correct a bid if the bidder meets the requirements of 66.0901(5) State Statutes.

4.4.0 Late Bids:

Bidders are cautioned to allow ample time for transmittal of the bid by mail, hand delivery, courier, or otherwise by the bid deadline **on June 1, 2012 at 10:30 AM** to Frank P. Zeidler Municipal Building, 841 N. Broadway, Room 506, Milwaukee, Wisconsin 53202 Faxed bids are not permitted. Bids received after the due date and time will be rejected.

4.5.0 Contract Administrator:

Whenever used herein and for purpose of administering any contract resulting from this invitation to bid, the contract administrator shall be:

Bambi Birenbaum, Parking Operations Coordinator
City of Milwaukee – Department of Public Works
841 N Broadway, Room 501
Milwaukee, WI 53202
(414) 708-2296
Bambi-Lynn.Birenbaum@milwaukee.gov

4.6.0 Site Inspection:

Submission of a bid on this project shall imply that the bidder has examined the sites of work upon which he/she is bidding and is aware of any existing and probable conditions under which bidder will be obligated to perform the work. Therefore, no extra charges will be allowed for failure of any bidder to have

examined the site. Bidders who wish to be shown representative work within the work area may do so by contacting the Contract Administrator by no later than 12:00 noon on Tuesday, June 29, 2012.

4.7.0 Bid Form (Attachment "A"):

CONTRACTOR shall complete and submit, Bid Form Attachment "A" for each project being bid. Prices shall include all labor, materials, overhead, and equipment to provide complete mowing maintenance operation per project.

4.8.0 Bid Form Attachment "A-1", Inventory of Equipment:

CONTRACTOR shall complete and submit, Attachment "A-1"Inventory of Declared Equipment" for each bid area. This document shall list the quantity, make, year, and type of equipment that is committed for continuous use during the term of this contract.

4.9.0 Minority/Women's/Small Business Enterprise (M/W/SBE) Subcontracting Commitment

If the CONTRACTOR is not a Minority /Women/Small Business Enterprise Certified (M/W/SBE) CONTRACTOR, the PRIME CONTRACTOR must use subcontractors that are certified M/W/SBEs for up to twenty-five percent (25%) of the value of each bid. The City of Milwaukee Ordinance requires that certified M/W/SBEs be utilized for 25% of the total dollars annually expended through prime contracts. For purposes of this contract, CONTRACTOR shall contract for a minimum value of contract with subcontractors as follows: **25% Small Business Enterprise (SBE)**

See attachment at end of document related to M/W/SBE Provisions for further explanation.

5.0.0 **DAMAGE:**

5.1.0 The CONTRACTOR shall be held liable for any and all property damage and/or injury or harm to persons resulting from work that is performed under this contract.

5.2.0 Replacement of Damaged Plantings and Other Property:

The CONTRACTOR shall be responsible for the replacement of any plantings or other property, whether privately or publicly owned, that may be damaged due to improper or careless performance of designated maintenance activities. In such case, the Contract Administrator shall specify when replacement is to be made.

6.0.0 LIABILITY AND INSURANCE REQUIREMENTS:

6.1.0 Protection Against Liability:

CONTRACTOR covenants and agrees that CONTRACTOR shall save and indemnify and keep harmless the City against all liability, judgments, costs, and expenses, which may in any way come against the City in consequence of the granting of the contract, or which in anyway results from the carelessness or neglect of the CONTRACTOR or the agents, employees, or workers of the CONTRACTOR or subcontractors in any respect whatever, and in every such case where judgment is recovered against the City by reason of the carelessness or negligence of the CONTRACTOR or the CONTRACTOR's agents, employees, workers, or subcontractors, such judgments shall be conclusive against the CONTRACTOR, not only as to the amount of damages, but as to CONTRACTOR's liability to the City.

6.2.0 Notwithstanding any references to the contrary in the contract documents, CONTRACTOR assumes full liability for all of its acts in the performance of this contract. CONTRACTOR will save and indemnify and keep harmless the City of Milwaukee against all liabilities, judgments, costs, and expenses which may be claimed against the City in consequence of the granting of this contract to said CONTRACTOR, or which may result from the carelessness or neglect of said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the CITY by reason of the carelessness, negligence, or by acts of commission of the CONTRACTOR, such persons, firms or corporations carrying out the provisions of the contract for the CONTRACTOR, the CONTRACTOR assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom.

Each CONTRACTOR must furnish to the DPW-PARKING, prior to the start of work, certificates of insurance which confirm that the CONTRACTOR has the types and amounts of insurance referenced below. The CONTRACTOR shall require all of its subcontractors to carry the same types and amounts of coverage as required of the Prime or may instead provide the coverage for any or all subcontractors. The CONTRACTOR is fully responsible for assuring subcontractor compliance with all the insurance requirements specified herein.

6.3.0 Insurance Requirements.

Contractor shall secure and maintain throughout the duration of the contract insurance of such types and in such amounts as may be necessary to protect contractor and the interests of the City against all hazards or risks of loss hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be required to be acceptable to the City; but regardless of any City review, it shall be the responsibility of the contractor to

maintain adequate insurance coverage at all times. Failure of contractor to maintain adequate coverage shall not relieve contractor of any contractual responsibility or obligation. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on the contract.

Should the policies described below be cancelled prior to the expiration thereof, the issuing company will mail 30 days written notice to the certificate holder in advance of cancellation. Language indicating this must be written in the cancellation paragraph. The City of Milwaukee must be named on the certificate. For questions about the insurance requirements, call Barb Trible at 414-286-3309, in the Department of Public Works' contract office.

A. Workers' Compensation and Employer's Liability

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

Workers' Compensation	Statutory Employer's Liability	
Bodily injury by accident	Each accident	$100,000
Bodily injury by disease	Each employee	$100,000
Bodily injury by disease	Policy limits	$500,000

B. Comprehensive Automobile Liability

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

Bodily injury	Per occurrence:	$500,000
Property damage	Per occurrence:	$500,000

C. General Liability

The insurance shall be written on a commercial general liability form which shall protect contractor and the City for those sums. Contractor becomes legally obligated to pay as damages because of bodily injury,

personal injury or property damage. The limits applicable to the commercial general liability policy shall not be less than the following:

Bodily injury/property damage	Each occurrence:	$1,000,000
	Aggregate:	$1,000,000
Personal injury	Per person:	$1,000,000
	Aggregate:	$1,000,000

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

Bodily injury	Occurrence:	$1,000,000
Property damage	Occurrence:	$1,000,000
Personal injury	Aggregate:	$1,000,000

D. Umbrella

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

Limit of liability	Aggregate:	$2,000,000

The agreement must cover errors and omissions including loss, costs and expenses which result from the operations of the service provider. If claims are made, the coverage must be continued for the duration of the contract or for a period of time after the contract completion date as required by the city.

Notice: All policies shall provide not less than thirty (30) days notice of material change, termination or cancellation shall be given by registered mail to the City of Milwaukee, Department of Public Works.

Attention: City of Milwaukee Contract Office
841 N Broadway, Room 506
Milwaukee, WI 53202

7.0.0 **INSPECTION:**

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

7.2.0 Notice of unsatisfactory work shall be provided in writing.

8.0.0 **LIQUIDATED DAMAGES FOR WORK NOT PERFORMED:**

8.1.0 In the event the CONTRACTOR fails to execute the work with such diligence as to ensure its completion in accordance with the works requirements, DPW Parking may terminate the contract for lack of compliance. If this were to occur, the performance bond will be used to pay for successor contractor.

9.0.0 **TERM OF CONTRACT:**

9.1.0 The term of this contract shall be for 2 mowing seasons from July 9, 2012 to November 30, 2012 and from approximately April 15, 2013 to November 30, 2013. The contract shall be subject to termination for any violations of the contract specifications.

10.0.0 **CHANGES IN WORK:**

10.1.0 DPW Parking may make changes to the scope of the contract. Such additions or deletions shall not invalidate the contract nor shall such change relieve the CONTRACTOR from any of the CONTRACTOR'S obligations under the contract or any guarantee given by the CONTRACTOR and CONTRACTOR shall not alter the unit bid price as a result of this change.

10.1.1 Except for the purpose of affording protection against any emergency endangering life or property, the CONTRACTOR shall make no change in the specified work without a written notice from the DEPARTMENT or CITY authorizing the change.

11.0.0 **AWARD OF CONTRACT:**

11.1.1 Performance Bond Required: The successful bidder shall submit to DPW-Parking at the time of execution of the contract, a performance bond in an amount equal to $35,000 per project area bid All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact.

11.1.2 Payment Bond:
The successful bidder shall submit to DPW-Parking, at the time of execution of the contract, a payment bond in an amount equal to $35,000 per project area bid. All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact.

11.1.3 Non-Appropriation:

City shall be bound, hereunder, only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of this contract. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this contract, then City shall immediately notify the successful Bidder of such occurrence and this contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever.

12.0.0 LIVING WAGES

12.1.0 The CONTRACTOR shall comply with Chapter 310-13 of the Milwaukee Code of Ordinances. Adherence to a minimum requirement is mandatory for all Department of Public Works' service contracts.

12.2.0 The CONTRACTOR agrees to prepare and submit an affidavit, **Form J**, within ten days following CONTRACTOR's completion of the contract, and to procure and submit a like affidavit to the Department of Public Works from every subcontractor employed by the CONTRACTOR regarding every person employed on or under this contract or subcontract. Said affidavits shall certify that each and every employee has been paid in the full amount of **not less than $9.18 per hour** and that there has not been nor it to be any rebate or refund of any part of said wages by the employee to the employer.

12.3.0 On March 1, 2013, the minimum hourly rate 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 Shuman Services most recent poverty guideline for a family of three.

13.0.0 **INVOICING:**

13.1.0 DPW Parking will authorize payment, subject to the terms and conditions of the contract, upon receipt of an invoice from the CONTRACTOR.

13.2.0 The CONTRACTOR shall submit invoices monthly, including all documentation and forms as required.

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

13.5.0 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 property 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.

13.6.0 Invoices shall be subject to adjustment for **work not performed, untimely performance,** and **damages**, if any, for which CONTRACTOR is liable. DPW-Parking shall retain adjustments for damages until such time as the actual cost of the adjustment can be determined.

14.0.0 **VEHICLE/EQUIPMENT RESPONSIBILITY:**

14.1.0 The CONTRACTOR assumes all responsibility in observing all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of the service described herein.

15.0.0 **GENERAL CONDITIONS:**

15.1.0 Inclement Weather/Holidays:

15.1.1 In the event of inclement weather during a mowing cycle, CONTRACTOR must mow all locations on the first day following the end of the inclement weather. Failure to do so may result in contract termination.

15.1.2 The CITY recognizes Memorial Day, Independence Day, Labor Day and Thanksgiving Day (if applicable). All holidays granted by the Contract Administrator shall be time extensions only, and shall not entitle the CONTRACTOR to any additional compensation for any reason.

15.2.0 Company Personnel Standards and Resource Commitment:

15.2.1 Only qualified personnel shall supervise and perform maintenance services in this contract. If in DPW- Parking's sole discretion any of the CONTRACTOR'S personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the CONTRACTOR shall, upon notice from the DPW-Parking, remove any such personnel and replace them with satisfactory personnel. Furthermore, the Contract Administrator may require replacement of CONTRACTOR'S supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. There shall be at least one employee on each crew that speaks fluent English.

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

16.0 CONTRACTOR's Bid Submittal Checklist (Important):

CONTRACTOR is required to sign and complete all the following documents and to submit them with their bid to be considered for award.

- A signed first page of the Invitation to Bid
- Acknowledgement Page
- Binding Signature Page
- Non Collusion Affidavit
- Disclosure of Ownership
- M/W/SBE Form "A" **(This form should list the name(s) and address(s) of the City certified M/W/SBE subcontracting firms that will be doing some of the work and the percentage of the work performed. The City certified subcontractor also needs to sign this document in the appropriate column. If the prime CONTRACTOR is 100% certified, the prime CONTRACTOR'S name and address should be listed here.)** This form may be completed with bid package or within 3 days of notice of low bid acceptance.

- Affidavit of Compliance
- Notice to Contractors: See Slavery Disclosure Affidavit of Compliance (on back side)
- Bid Security Cashier/certified check or bid bond **for each project area bid**

NOTE: FAILURE TO SUBMIT ANY ONE OF THE DOCUMENTS LISTED ABOVE WILL RESULT IN BID REJECTION.