

**OFFICIAL NOTICE
REQUEST FOR PROPOSAL**

**City of Milwaukee
200 West Wells Street
Milwaukee, Wisconsin 53202**

**RFP #
Dated:
Due Date:**

REQUEST FOR PROPOSAL (Hereinafter referred to as “RFP”) from the Department of Public Works (DPW) and Environmental Collaboration Office (ECO) of the City of Milwaukee, Wisconsin, for Guaranteed Energy Savings Performance Contracts for City of Milwaukee-owned buildings and infrastructure in accordance with the scope of services attached. Contract term covers performance contracting as outlined in the attached document.

All proposals in response to the RFP must be received by the City no later than **DAY, DATE** at 4:00 P.M. (CDT) in Room 602, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202. All proposals and accompanying documentation will become the property of the Department of Public Works and may not be returned. Selection of a proposal does not affect this right.

The RFP and supporting documentation will be available on the City of Milwaukee’s Department of Public Works Official Bid Notice website via <https://city.milwaukee.gov/dpw/AdministrativeServices/Official-Bid-Notices> **BID NUMBER** on **DATE**. **CALL 414-286-3314 TO HAVE YOUR COMPANY’S NAME AND CONTACT INFORMATION PLACED ON THE PLAN HOLDER’S LIST ONCE YOU PRINT OFF THE REQUEST FOR PROPOSAL.**

Proposers should read the RFP and review all Appendices. Electronic documents can be obtained via <https://city.milwaukee.gov/dpw/AdministrativeServices/Official-Bid-Notices>. Applicable legal and policy compliance issues can be found in the appendices and at the URL above.

An informational teleconference is scheduled for **DAY, DATE at 11:00 AM**
Please contact the **City of Milwaukee Department of Public Works’ Issuing Officer at EMAIL ADDRESS or PHONE NUMBER with your email address to receive an invite to the online teleconference**

All requests for clarification regarding the RFP and the selection process should be addressed to the City of Milwaukee Department of Public Works’ Issuing Officer at **EMAIL ADDRESS** by **DATE** at 4:00 P.M. (CDT). Questions/answers and any other items will be provided in an addendum to be sent to all plan holders and posted on the DPW website on **DATE**. Only written responses and/or addenda will be binding upon the City.

When preparing a proposal, responders are instructed to thoroughly read all instructions on the Request for Proposal and its specifications. Your proposal is an offer to perform or supply the service or materials described above in accordance with the terms and conditions set forth in the RFP, the Scope of Services, the Standard Terms and Conditions, and the contract. In no event shall the responder submit its own

standard contract terms and conditions as a response to this RFP. Your proposal must meet the plan(s) or scope of services set forth herein.

It is the responsibility of the firm, prior to submitting a response to the RFP, to determine whether all necessary documentation, forms, and *addenda* have been received. All required forms and addenda receipt must accompany proposal submittal to the RFP. Failure to include any required forms and/or addenda receipt may result in rejection of proposals

After proposals are opened, no proposal may be withdrawn for a period of thirty (30) working days after the scheduled time of closing, without the consent of the City of Milwaukee Department of Public Works and Environmental Collaboration Office. Proposals will be available for review only after an award has been made.

Proposals will be evaluated based on the criteria specified in the Request for Proposal. Award will be made to the proposer that best meets the needs of the City of Milwaukee as defined in the RFP.

Chapter 370 of the Milwaukee Code of Ordinances established a Small Business Enterprise Program (SBE) which is implemented through establishment of percentages of participation in all contracting activities. The ordinance requires that certified SBEs be utilized for 18% of the total dollars annually expended through professional services contracts. The SBE Compliance Plan (Form A) must be submitted with the bid and is an element of bid responsiveness. SBE certificates must be submitted with the Form A. Incomplete SBE Compliance Plans (Form A) or inaccurate SBE Compliance Plans will not be accepted and will render the bid unresponsive. For a complete listing of City of Milwaukee certified SBE firms, see the Office of Equity and Inclusion's (OEI) website at <https://milwaukee.diversitycompliance.com/>. If there are any questions regarding SBE firms, please contact the OEI office at 414-286-5553.

In accordance with Section 309-38 of the Milwaukee Code of Ordinances, apprenticeship requirements will be specified on all Department of Public Works construction contracts, where appropriate, which are in excess of \$100,000. The ordinance requires that a contractor employ apprentices in the performance of the contract and of all subcontracts entered into by the contractor in accordance with the maximum ratio of apprentices to journeymen as established by the Wisconsin Department of Industry, Labor, and Human Relations. Fair consideration must be given to minorities and women. Beginning January 1, 2017, contracts awarded in excess of \$500,000 require that 25% of all apprentice labor hours are worked by apprentices participating in the Residence Preference Program (RPP). RPP apprentice hours in excess of this requirement will earn one and one-half hours of credit toward the total RPP requirements of the contract. Contracts awarded in excess of \$500,000 also require that 40% of all RPP apprentice labor hours are attributed to apprentices living in high-poverty zip codes as identified by the City Clerk. As specific projects have not yet been proposed, the apprenticeship requirements for this project are: **TBD**. However, bidders should review the "Ratio of Apprentices to Journeymen" portion of the Apprenticeship Provisions document in Attachment 2-F regarding required ratios across the trades.

The Residents Preference Program (RPP) enables unemployed, underemployed, and low-income residents of the City of Milwaukee to gain access to construction and related employment opportunities. Most DPW contracts require contractors to employ RPP-certified workers with an overall requirement that 40% of all hours be attributed to RPP-certified employees. One quarter of these hours must be attributable to residents living in the following zip codes: 53204, 53205, 53206, 53208, 53210, 53215, and 53233. Please see more details on the RPP here:

<https://city.milwaukee.gov/dpw/AdministrativeServices/Official-Bid-Notices/Residence-Preference-Program-Changes>

The firm shall specifically note the SBE, apprenticeship, and RPP forms for this project. If the forms are not filled out properly, it will be cause for rejection of the bid.

The City of Milwaukee reserves the right to award no contracts after proposals are scored.

Signed:

Jerrel Kruschke, P.E.
Commissioner of Public Works

PUBLISH TWO (2) TIMES INSERTION WITHOUT FAIL, **DAY, DATE**

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I. PROJECT OVERVIEW

Statement of Intent

The City of Milwaukee has committed to reducing energy use and emissions from municipal buildings and operations through the following goals:

- **Department of Energy Better Buildings Challenge:** Reduce energy use across the City's building portfolio by 20% over 2009 baseline.
- **Paris Climate Accord:** Mayor Johnson and the Milwaukee Common Council support the principles of the Paris Climate Accord, limiting global temperature increase below 2 degrees Celsius above pre-industrial levels and to pursue new actions to limit the temperature increase even further to 1.5 degrees Celsius.
- **25x25 Goal:** 25% of the City's electricity generated from renewable resources by 2025.
- **Climate and Equity Plan:** Reduce community-wide net greenhouse gas (GHG) emissions by at least 45% by the year 2030 and achieve net zero greenhouse gas emissions by 2050 or sooner.

The City of Milwaukee's Environmental Collaboration Office (ECO) and the Energy Reduction Team (ERT), made up of senior facilities, engineering, and maintenance staff from each of the city's departments, particularly the Department of Public Works (DPW), are tasked with reaching these goals at city facilities. ECO and the DPW have been working to reduce energy consumption since joining the Department of Energy's Better Buildings Challenge, primarily through retro-commissioning, lighting upgrades, and general HVAC upgrades.

ECO and DPW are seeking a firm to provide comprehensive energy services to accelerate the achievement of 20% energy reduction as identified in the City's Master Energy Plan, as well as additional energy related projects and improvements that would help to achieve 45% emissions reduction by 2030, and ultimately set the city on a path to net-zero by 2050.

ECO and DPW are requesting Proposals from responsible firms or teams to provide Guaranteed Energy Savings Performance Contracting Services through a "performance-based contract" for energy-saving improvements in city buildings, facilities, and infrastructure. This contract shall be consistent with the requirements of Wisconsin Statute 66.0133. The intent is to use the Master Energy Plan Comprehensive Study Report and Implementation Roadmap completed for City of Milwaukee buildings in 2019, along with city buildings' energy use data as tracked in ENERGY STAR® Portfolio Manager (all included in Appendix 1), as a guide, and then perform an Investment Grade Audit of mutually agreed-upon City of Milwaukee buildings, facilities, and infrastructure to identify and then to ultimately implement a full range of energy efficiency improvements, energy services, energy generation and water-related improvements and related programs (hereinafter "Project"). The ECO and DPW are seeking to partner with an entity that is qualified to provide holistic, turn-key energy and water savings and renewable energy improvements that further advance the City of Milwaukee's energy reduction and renewable energy goals listed above such that annual cost savings exceed annual payments for the improvements. ECO and DPW anticipate working with a single firm through four stages of project activity:

- Preparation of technical energy and water resources audit and identification of potential efficiency and renewable energy generation projects;
- Project development (engineering assessment, design, project budget, financial options for viable projects, workshop(s) to City of Milwaukee leadership for selection of projects and financing instruments);
- Project implementation (bid, construction, commissioning, and training).
- Measurement and Verification of energy and utility cost savings

ECO and DPW desire to execute this contract on a guaranteed performance contract basis for those projects that have a positive return on investment and that reduce consumption of natural gas, steam, electricity, and water without reducing the benefits of their consumption. ECO and DPW intend to use future energy savings to pay for up-front costs of energy-saving projects, thus minimizing the need to utilize The City of Milwaukee's capital budgets. The City of Milwaukee is prepared to enter into a contract with the successful contractor for a term of five (5) years to implement improvements with the option to extend for up to three (3) additional one (1) year periods or until completion of services required by the City of Milwaukee, (maximum of 8 years). Additionally, the City of Milwaukee intends to reduce overall environmental impacts associated with the city's facilities' energy use, including direct and indirect greenhouse gas emissions, and to achieve "Energy Star" status on eligible facilities where it is cost-effective to do so. As a participant in the Better Buildings Challenge, the City of Milwaukee is particularly interested in reducing the overall energy use at the facilities, as expressed in kBtu/square foot, by 20% against the 2009 baseline use (included in Appendix 1 to this RFP).

If a suitable offer is made in response to this Request for Proposal (RFP), the City of Milwaukee ECO and DPW may enter into a contract in whole or in part ("the Contract") to have the selected Respondent (the "Contractor") perform the project. This RFP provides details on what is required to submit an RFP Response for the Project, how ECO and DPW will evaluate the RFP Responses, and what will be required of the Contractor in performing the Project. This RFP also provides the dates for various events in the submission process, selection process, and project performance. While these dates are subject to change, prospective Respondents must be prepared to meet them as they currently stand. Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the Project phase may result in the City of Milwaukee, in its sole discretion, refusing to consider the RFP Response of the Respondent.

More information about facilities to be addressed ("Project Sites") can be found in Appendix 1.

Additional Requirements and Notices

The City of Milwaukee expects Respondents to identify the potential elective payments, rebates and other incentives available to the City from the federal Infrastructure Investment and Jobs Act and the Inflation Reduction Act, as well as the state Focus on Energy program, that can help fund these energy reduction and renewable energy generation projects, and if selected, will apply for the elective payments, rebates and other applicable incentives relevant to the project. The City of Milwaukee may also request additional support on relevant grant opportunities.

The City of Milwaukee requires transparency and open book pricing for all fees and costs both in Proposals/Responses and in any eventual Contract. More specifically, the design/build implementation will be done under an open-book approach with all major equipment and major contracts competitively bid by the Bidder and reviewed/approved by the City.

The City of Milwaukee will not accept excessive or exaggerated operations and maintenance savings or increases in cash flow projections.

The City of Milwaukee will not pay for, nor reimburse, a Respondent for any sales or marketing costs.

The City of Milwaukee invites any innovative financing and/or cost reimbursement concepts as part of the bidder's response, provided they are consistent with State Statute 66-0133.

Goals

Overall goals of the Energy Savings Performance Contracting Project are:

- To reduce utility energy consumption by a minimum of 20% against 2009 baseline levels, while maintaining or improving building performance and occupant comfort;
- To reduce greenhouse gas emissions;
- To design and implement a full range of energy services and Energy Conservation Measures (ECMs), financed through a master energy services agreement that will provide funding for the upfront capital costs of the projects to be repaid throughout the useful life of the equipment;
- To reduce facilities' life cycle costs, such as for maintenance, equipment replacement, energy and water utilities, waste disposal, emergency outages, and the like;
- To receive and all available rebates and incentives from the Focus on Energy program, the federal government, state government and other applicable parties;
- To increase green job growth by accelerating the pace of energy efficiency and renewable energy improvements in City buildings, facilities and infrastructure;
- To improve indoor environmental quality for occupants;
- To address deferred repair and maintenance projects.

II. OVERVIEW OF TERMS AND CONDITIONS

The City of Milwaukee is interested in contracting with an energy services company (ESCO) for a full range of energy services and energy-related capital improvements (known as energy conservation measures or "ECMs") financed through an energy savings performance contract with The City of Milwaukee at Project Sites. The ECMs and services may include, but are not limited to an Investment Grade Audit (IGA) of select City of Milwaukee buildings; the design, acquisition, installation, modification, maintenance and operation of existing and new equipment; commissioning and savings measurement services; documentation of modifications "as built;" training of City of Milwaukee's personnel to maintain ECMs that are implemented; and potentially maintaining all approved ECMs.

These ECMs are intended to reduce energy consumption and related costs, and may include but are not limited to improvements to the heating, ventilation, and air conditioning systems; lighting systems; building envelope; renewable energy systems; hot water systems; water consumption; sewage costs; and other energy- and water- using devices. The ECMs and services will also look for savings which may not reduce consumption but are aimed at cost savings such as fuel switching, demand reductions, on-site generation, electrical sub-metering, automated utility bill auditing, utility rate changes and distribution upgrades. The best qualified firm should include full service, turn-key design/build and implementation. It is also expected that the Respondent will work with current building management staff and maintenance personnel to coordinate construction and provide appropriate training in the operation of all ECMs. While the primary intention of the project is to integrate different technologies to reduce costs and emissions, the City seeks to ensure the effective long-term operation, maintenance, and management of the systems.

The City of Milwaukee owns and operates 106 facilities, including office buildings, garages, and parking facilities, which present opportunities for energy and water efficiency improvements and renewable energy generation. Relevant City of Milwaukee facilities are listed in Appendix 1 (key metrics to include are building name, building use, square footage, energy use, and age).

Measurement and Verification (M&V) Plan Requirements

As the City of Milwaukee is a participant in the U.S. Department of Energy's Better Buildings Challenge, one of the primary goals of the project is to attempt to achieve a total 20% energy reduction (decrease in the Energy Utilization Index [EUI]) across the portfolio of City of Milwaukee buildings and facilities, as measured against a 2009 baseline and by EPA's Energy Star Portfolio Manager using "Weather-Adjusted Source EUI (kBtu/ft²)."

EPA's Energy Star Portfolio Manager and eProjectBuilder will be the primary methods for tracking the Better Buildings success of the project.

Therefore, the Firm must agree to work with the City of Milwaukee Environmental Collaboration Office (ECO) as necessary to:

1. Register the ESPC project and input required information and data in the EPA's eProjectBuilder database platform both at the initial project concept stage and throughout the duration of the project repayment term, and
2. Provide the City of Milwaukee ECO with ENERGY STAR Portfolio Manager baseline and use adjustments as necessary as they relate to work done under the ESPC and that may be in addition to any agreed upon baseline and savings adjustments and savings calculations associated with the provisions of the Firm's energy savings guarantee.

The Firm will be responsible for Measurement & Verification (M&V) for two to three years following the implementation of each ECM or cost-saving improvement, using the International Performance Measurement and Verification Protocol (IPMVP) standards, that will be used to validate the consumption and dollar value of annual savings and to determine if a guaranteed savings shortfall exists in any given year. It is expected that the City of Milwaukee and the Firm/Contractor will determine which measurement and verification option (A, B, C, or D) is appropriate for each project under the Master Energy Services Agreement. It is expected that lighting-only projects will use Option A, and whole building

retrofits (or projects featuring HVAC and controls) will follow Option C. Firms must be willing to work with the City to construct M&V reporting using EPA's Energy Star Portfolio Manager energy tracking tool as the foundation. M&V reporting must include a provision that the Firm will report bi-annually on total energy consumption, EUI, and dollar cost and savings for the treated facilities, plus any major affecting factors (e.g., change in use or occupancy, tariffs). All M&V reports under option C will clearly show energy performance and savings in native units (kWh for electricity, therms for natural gas, etc.), converted units (kBtu), and dollar savings. Energy savings must be compared both to 2009 baseline energy use and the energy use in the year immediately prior to project implementation.

When proposing fuel rate escalation rates for the contract term and the designation of contract savings rates to be applied in future contract years, the Firm is advised that the City must have real dollar savings necessary to remain within the City's fiscal budget. Contract provisions that allow for contract "Floor" rates in future years to be potentially significantly in excess of actual rates will be rejected.

Contract Term

The contract, or Master Service Agreement, shall last for five (5) years to implement ECMs and other cost-saving improvements, with the option to extend for up to three (3) additional one (1) year periods or until completion of services required by the City of Milwaukee. The duration of the contract will be mutually determined between the selected ESCO and the City of Milwaukee DPW and ECO based on final project scope and financial factors. It is expected that total energy and operational savings will meet or exceed the payments made by the City. The best qualified firm should include full service, turn-key design/ build implementation, and provide appropriate training in the operation of all ECMs.

Structure and Funding

The Master Energy Services program approach will allow the City to accelerate the implementation of energy efficiency measures, reduce energy use, lower operating costs, and meet its GHG reduction goals.

The City seeks a structure that will allow it to review and approve individual ECM projects, on a case-by-case basis, as addendums to the Master Energy Services Agreement for each project. Through this review of each project, the City will sign off on each ECM and associated Energy Service Payments in accordance with the terms and conditions of the Master Energy Services Agreement. This approach will rely on the Firm to manage and drive the implementation of ECMs at a pace that will accelerate implementation and still ensure the City has oversight and control of the program.

The firm will provide third-party funding for the implementation under a Master Energy Services Agreement, which will be negotiated and finalized with the City following the award. The City reserves the option to secure its own financing for projects at lower interest rates, if applicable.

Incurring Costs

All costs and expenses associated with the preparation of responses, analyses performed, or attendance at any conferences and meetings related to this RFP are to be borne by the Respondents (ESCOs). The City of Milwaukee shall not be liable for any of those costs and expenses.

Savings and Guarantees

ECMs must result in a guaranteed minimum energy savings with the ESCO payments linked to actual documented energy and cost reductions. Any stipulated energy and/or operational cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by the City of Milwaukee DPW and ECO. Reductions in operations and maintenance costs will require the definition and quantification of baseline costs from documented operations and maintenance cost records.

The savings achieved by the ECMs must be sufficient to cover all project costs including debt service, added maintenance costs, and monitoring fees on an annual basis for the duration of the contract term, unless the City agrees to fund a portion of these costs with capital or grant funds. The contract must provide that the savings in any year are guaranteed to the extent necessary to make payments under the contract during that year. ESCOs will be required to guarantee energy and cost savings on an annual basis. No credit for the achievement of savings above and beyond the annual guarantee will be used to satisfy performance guarantees in the future years of the contract. Annual reconciliation of the achieved savings will be required.

Confidentiality

The contents of any Response shall not be disclosed to parties other than the City of Milwaukee or the Evaluation Committee during the review, evaluation, discussion, or negotiation process. Once a contract is executed with the successful Respondent, all Responses, successful and unsuccessful, become available for public inspection.

A Response may contain financial information, legitimate trade secrets or other proprietary data that the Respondent may consider to be confidential. If the Respondent desires such trade secrets or proprietary data to be held in confidence by the City of Milwaukee the Respondent shall specifically designate and identify the portion(s) of the Response which the Respondent desires to be held in confidence, and the reason such portion should be held in confidence. The City of Milwaukee will consider the Respondent's designation and the basis for such a designation request. If the City of Milwaukee disagrees with the Respondent's designation for the basis thereof, the City of Milwaukee will so inform the Respondent. Any dispute between the Respondent and the City of Milwaukee over such designation or the basis thereof will be resolved in accordance with the applicable statutes and rules of the State of Wisconsin. The portion of the Response that the Respondent designates as confidential shall be readily separable from the Response in order to facilitate eventual public inspection of the non-confidential portion of the Response. The total contract price is not considered confidential and will not be withheld from public inspection.

Proprietary information, such as all copyrighted material, trade secrets, or other proprietary information that Respondents claim should be held in confidence by the City of Milwaukee, should be separately bound and labeled with the words "Proprietary Information." Appropriate references to this separately bound information must be made in the body of the Response. Designating all or nearly all the Response as proprietary may result in the rejection of the Response. In the event a Respondent claims

that any portion of the Response should be held in confidence by the City of Milwaukee, the Respondent is required to certify to the City of Milwaukee that:

“The Respondent shall indemnify, defend, and hold harmless the City of Milwaukee from and against any and all claims, demands, suits, actions, causes of action, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorney’s fees and litigation costs) arising from or related to the City of Milwaukee’s refusal to disclose copyrighted material, trade secrets, or other information claimed to be proprietary by the Respondent to any person making a request therefore.”

Failure to include such a statement in its Response shall constitute a waiver of any right the Respondent may have to prevent the City of Milwaukee from disclosing information deemed proprietary by the Respondent.

Restriction of Contract

From the issue date of this RFP until a determination is made regarding the final selection of an ESCO, all contacts with the City of Milwaukee’s personnel concerning this RFP must be made only through the City of Milwaukee Department of Public Works’ Issuing Officer.

Site Visits

The Energy Conservation Measures highlighted in the Master Energy Plan should be used as a guide, and then updated with implementation costs, incentives, and simple payback numbers. However, during the RFP process, the City of Milwaukee DPW and ECO will arrange voluntary walk-through inspection tours of the Project Sites. Buildings, dates, and times will be determined. Site representatives will be available to answer questions about the operation of facilities. Any technical information supplemental to material contained in this RFP will be made available for review and inspection.

News Releases

News releases and media contacts regarding this project will be made only by the City of Milwaukee, unless the City of Milwaukee directs otherwise in specific instances. Any public statements made by respondents or the chosen contractor must be approved in advance by the City of Milwaukee.

III. PROJECT SCHEDULE

Activity	Scheduled Date
Issue Request for Proposals	DATE
Facility Walk-Throughs	Two weeks later
Deadline for Written Inquiries 10 AM	Two weeks past DATE
Addendum/Answers to Questions Issued	3 Days later
Responses Due 4 PM	DATE
Oral Interviews	Three weeks later
Notice of Selected ESCO	Five weeks later
IGA Contract Executed	TBD
IGA Draft Due	TBD

IGA Completed	TBD
Energy Savings Performance Contract Negotiations	TBD
Energy Savings Performance Contract Executed	TBD

IV. PROCUREMENT PROCESS

The City of Milwaukee will evaluate responses according to the following process:

Submission of Written Response

Respondents interested in providing these services will submit a written or email response, as directed in the NOTICE, by the required deadline, **4:00PM CST, DATE**. Responses shall incorporate all documentation and attachments required by Section V, Required Response Information.

Oral Interview

ESCOs will be required to participate in an oral interview with an Evaluation Committee comprised of City of Milwaukee ECO and DPW officials and their advisors. The purpose of the oral interview is to allow the ESCO to explain its Response in more detail and to allow the City of Milwaukee departments to ask questions. Answers will be graded as part of the Part VI, Evaluation of Responses.

Response Review and Selection of ESCO

The City of Milwaukee will establish an Evaluation Committee to review and evaluate the Responses in accordance with Part VI, Evaluation of Responses. The Evaluation Committee will review submitted materials and as necessary, request and review additional materials. The City of Milwaukee reserves the right to reject at any time any and all responses received.

Development of Investment Grade Audit

The City of Milwaukee will select the best-qualified ESCO with whom to negotiate an Investment Grade Audit (IGA) agreement for the Project Sites that will result in a set of ECMs. If the City of Milwaukee decides to proceed with the IGA, the City of Milwaukee will execute a Master Energy Services Agreement with the selected ESCO, including the terms and criteria under which the City of Milwaukee will accept the IGA.

Energy Savings Performance Contract

The City of Milwaukee shall have the option to negotiate an energy savings performance contract (ESPC) with the selected ESCO that performed the IGA. If the City of Milwaukee decides not to enter into an ESPC with the selected ESCO after the IGA has been accepted, the City of Milwaukee agrees to pay the fee indicated for the completed IGA report as may be set forth in the executed Master Energy Services Agreement.

V. REQUIRED RESPONSE INFORMATION

Responses are to be straightforward, concise presentations without extraneous material. An official authorized to bind the ESCO must sign the Response. The response must remain valid for no less than ninety (90) calendar days from response submittal date. All Responses become the property of the City

of Milwaukee. Responses must be a complete response to the RFP. Responses shall address the items listed in Part VI, Evaluation Criteria, and shall be limited to fifty (50) single-sided pages, excluding attachments. Respondents may elect to submit a written copy or an electronic PDF copy of the Response. Respondents are required to keep the original copy with original signatures of the signed documents, which The City of Milwaukee reserves the right to request at any time. Font size shall be no smaller than 10 point. No other distribution is to be made by the ESCO. Respondents are expected to submit a completed version of each Attachment included in **Appendix 2:**

Attachment 2-A: ESCO Profile Form

Attachment 2-B: Technical Energy Assessment

Attachment 2-C: ESCO Preliminary Project Cost, Cash Flow Analysis and Worksheet

Attachment 2-D: Sample Documents

Provide sample documents of the items listed below:

- a. Sample City of Milwaukee Savings Report
- b. Project Commissioning Plan
- c. Sample Measurement and Verification Plan

Attachment 2-E: Small Business Enterprise Provisions

Attachment 2-F: Small Business Enterprise Form A – Contractor Compliance Plan

Attachment 2-G: Apprenticeship Provisions

Attachment 2-H: Apprenticeship Utilization Form

Attachment 2-I: Residents Preference Program (RPP) Provisions

Attachment 2-J: RPP Employee Affidavit (English and Spanish)

Attachment 2-K: Proposed Resident/Apprentice Utilization Form

VI. EVALUATION OF RESPONSES

The criteria listed below will be used in the evaluation of the responses. Responses will be evaluated based on the completeness and quality of the information provided in the response, attachments, client references, and oral interviews. Failure to provide any of the requested information may result in a disqualification. Percentage weights for each category are indicated.

Evaluation Criteria

1. Proposals and Project Experience (25 points)

- ESCO's experience on similar-sized guaranteed energy savings contracts with municipalities
- Proposals and experience of ESCO's personnel with guaranteed energy savings contracts on projects similar to the City of Milwaukee's project.
- Demonstrated experience designing, installing, and maintaining:
 - Remote/Automated Control Systems and HVAC Systems
 - Indoor/outdoor lighting and controls
 - Renewable Energy Systems, including Rooftop Solar
 - Energy Storage Systems
 - Water metering technology
- Reliability of equipment performance on past projects.
- Documented energy savings on past projects similar to the City of Milwaukee's project.
- Demonstrated completeness of past project documentation.
- Quality of client references.

2. Project Management (20 points)

- Clear assignment of responsibility for various project tasks to specific individuals.
- Ability to effectively manage project construction and complete the project on schedule and within budget.
- Approach to sub-contracting for labor in high demand, such as electricians.
- Clarity, organization, and level of detail in written response.
- Communication skills of the ESCO's representatives at the oral interview.
- Quality of maintenance on past projects.

3. Approach to Energy Analysis and Guaranteed Savings (20 points)

- Technical approach, including methods of analysis and understanding of existing building systems and conditions.
- Approach to project commissioning.
- Sample investment grade audit for project similar to the City of Milwaukee's project.
- Baseline energy calculations and methodology for handling modifications/changes to the baseline.
- Monitoring, measurement and verification services, and reporting on past projects.
- Comprehensiveness of understanding of all utility, state, and federal incentives, including Focus on Energy rebates, elective payments from the Inflation

- Reduction Act, and other incentives.
- Proposed training for facility staff.
- Approach to savings measurement and verification.
- Savings reports for clients similar to the City of Milwaukee.
- Feasibility of proposed preliminary technical measures.

4. Financial Approach (25 points)

- Financial soundness and stability of ESCO.
- Capability to develop projects which qualify for attractive financing terms.
- Response to Attachment 2-C, estimating costs for implementation of ECMs included in the Technical Energy Assessment, including estimated costs for implementation of ECMs.
- Reasonableness of investment grade audit costs and proposed compensation formula for ESCO
- Reasonableness of Preliminary Project Costs and Cash Flow Analysis.
- Cost of annual fees for measurement and verification of savings

5. Innovation (10 points)

- Proposed innovative ECMs.
- Benefits from innovative ECMs.
- Ability to implement innovative ECMs.
- Demonstrated knowledge and capability with emerging technologies and/or innovative solutions
 - Electric Vehicle Charging Infrastructure, including EV Charging Infrastructure powered by solar energy.
 - Net-Zero buildings or technologies that may lead to net-zero/ near net-zero emissions.

APPENDIX 1: PROJECT BACKGROUND INFORMATION

Attachment 1-A: City of Milwaukee Master Energy Plan: Comprehensive Study Report

Attachment 1-B: City of Milwaukee Master Energy Plan: Implementation Roadmap

Attachment 1-C: Utility Data from City of Milwaukee Energy Star Portfolio Manager for all City of Milwaukee Buildings and Facilities

Attachment 1-D: 2022 Utility Bills for the City of Milwaukee Department of Public Works (DPW) Field Headquarters

Attachment 1-E: ECMs identified in the Master Energy Plan for the DPW Field Headquarters

Attachment 1-F: Lighting Fixture Plan

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APPENDIX 2: REQUIRED SUBMISSION DOCUMENTS

Attachment 2-A: ESCO Profile Form

Attachment 2-B: Technical Energy Assessment

Attachment 2-C: ESCO Preliminary Project Cost, Cash Flow Analysis and Worksheet

Attachment 2-D: Sample Project Documents

Attachment 2-E: Small Business Enterprise Provisions

Attachment 2-F: Small Business Enterprise Form A – Contractor Compliance Plan

Attachment 2-G: Apprenticeship Provisions

Attachment 2-H: Apprenticeship Utilization Form

Attachment 2-I: Residents Preference Program (RPP) Provisions

Attachment 2-J: RPP Employee Affidavit (English and Spanish)

Attachment 2-K: Proposed Resident/Apprentice Utilization Form

Attachment 2-A: ESCO Profile Form

ESCO Profile Form

NOTE: If this project is proposed to be implemented as a joint venture or partnership, this Attachment A should be completed for each firm, including client references for energy performance contracting projects implemented by each firm.

NOTE: All questions must be addressed by the ESCO in order for this qualifications form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by the City of Milwaukee as grounds to find them ineligible. If a question or directive does not pertain to your organization in any way, please indicate that fact with the symbol N/A. For additional space attach 8-1/2" x 11" sheets and indicate reference number (i.e., 12a, 12b, etc.) to correspond to each question.

1. FIRM NAME

City:

Business Address:

City:

Zip Code:

a. NAMES AND TITLES OF TWO CONTACT PERSONNEL

1) _____ Phone (_____)

2) _____ Phone (_____)

b. SUBMITTAL IS FOR:

Parent Company (List any Division or Branch Offices to be involved in this project):

Division (attach separate list if more than one is to be included):

Subsidiary:

Branch Office:

Name of Entity:

Address:

2. **TYPE OF FIRM:** Corporation Partnership Sole Proprietorship Joint Venture

3. **FEDERAL EMPLOYMENT IDENTIFICATION NUMBER:**

4. **YEAR FIRM WAS ESTABLISHED:**

5. **NAME AND ADDRESS OF PARENT COMPANY, (if applicable):**

6. **FORMER FIRM NAME(S), (if applicable):**

7. FIVE YEAR SUMMARY OF CONTRACT VALUES FOR ENERGY PERFORMANCE CONTRACTING PROJECTS:

2023: \$ (to date) 2022: \$ 2021: \$

2020: \$ 2019: \$

8. CORPORATE BACKGROUND/HISTORICAL DATA

- a. How many years has your firm been in business under its present business name?
- b. Indicate all other names by which your firm has been known and the length of time known by each name.
- c. How many years has your firm been involved in energy performance contracting?
- d. Indicate the number of all energy performance contracting projects implemented by and currently under contract with your firm. Limit your response to ONLY those projects that have

been managed directly by the specific branch, division, office or any individual in such branch, division or office that will be specifically assigned to this project. Attach additional sheets as necessary.

9. PERSONNEL INFORMATION

- a. Please indicate the number of full-time personnel employed by your firm and the number available to work on this project.
- b. Project Team Members

Briefly describe the relevant experience, Proposals and educational background for each individual team member assigned to City’s project using the format provided below. Do not include individual resumes in lieu of this information.

Name of Project Team Member:	
Current Job Title: Job responsibilities: Number of years with ESCO: Primary Office Location:	
<i>Employment History</i> Company Name: Primary job responsibilities: Number of years with firm:	
<i>Educational Background</i> List all academic degrees, certifications, professional affiliations, relevant publications and technical training.	

<p>List all guaranteed energy performance contracting projects this individual has been involved with during past 5 years. Include project location, type of facilities, year implemented and dollar value of installed project costs.</p>	
<p>Describe the specific role and responsibilities this individual had for each listed project.</p>	
<p>Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.</p>	
<p>Describe any other relevant technical experience.</p>	
<p>Indicate the total years of relevant energy-related experience for this individual.</p>	

- c. Submit an organizational chart that clearly identifies the roles and relationships of all key team members.
- d. Certify that your firm will comply with all terms and conditions contained in the City of Milwaukee’s Request for Proposals (RFP) and contract documents.
- e. Briefly describe the types of financing used by your firm for past energy performance contracts, including the source of funds and the potential dollar amounts currently available to your firm to finance these types of projects.

10. FINANCIAL REFERENCES (For Respondents providing their own financing)

- a. *Provide* a company prospectus to include a Balance Sheet and Cash Flow Analysis not more than fifteen (15) months old.

- b. Please provide the name, address, and the telephone number of the firm(s) that prepared the Financial Analysis.
- c. Please enclose banking references including financial institution, address, contact person, telephone number, and specific information on your firm's credit that may be used to fund construction for large-scale projects.
- d. Maximum individual project and aggregate bonding limits.
- e. Please certify that your company does not owe the State of Wisconsin any taxes.
- f. Please certify that your company is not currently under suspension or debarment by the State of Wisconsin, any other City, or the federal government.
- g. Please identify your firm's legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiation.

11. PROJECT HISTORY & CLIENT REFERENCES

Using the following forms, list five (5) energy performance contracting projects currently in repayment and under contract with your firm which most resemble the scope of this project, including at least two projects that include adding solar generation to facilities. Please also list all energy performance contracting projects performed in the City of Milwaukee. Projects with installed costs of less than \$500,000 or single technology (e.g. lighting only, controls only, etc.) will not be considered. Attach additional sheets as necessary. Please put an asterisk by those project references involving buildings similar to the building(s) described in Appendix A. All information is required.

Project Name, Location and City	
Project Dollar Amount (installed project costs)	
Primary ECMs Installed	
Date Construction Started	

Date Constructed Completed	
Guarantee Period Start & End Dates	
Dollar Value of <u>Projected</u> Annual Energy Savings	
Dollar Value of <u>Guaranteed</u> Annual Energy Savings	
Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification	
Provide the names of the primary personnel involved in this project and their specific roles and responsibilities. Please indicate if the primary personnel on this project are also included in Section 10, Personnel Information.	
Provide current and accurate telephone and email addresses of The City of Milwaukee's representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.	

12. SUMMARY OF ENERGY SAVINGS PERFORMANCE DATA

For each project described above, complete the following table. Energy savings data must be provided in fuel units.

ANNUAL ENERGY SAVINGS

	Projected Savings	Guaranteed Savings	Achieved Savings

			Year 1	Year 2	Year 3	Year 4	Year 5
kWh							
KW							
Therms							
Water kGallons							
Other (Specify)							

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Attachment 2-B: Technical Energy Assessment

Technical Energy Assessment

NOTE: Each respondent is required to fully answer all questions in each category listed below. Respondents must also include a Table of Contents, which indicates the section and page numbers corresponding to the information included. Failure to submit the required information as specified in this RFP will result in the deduction of points.

1. PROJECT MANAGEMENT

a. Project Summary

Summarize the scope of services (design, financial, operations, maintenance, training, etc.) offered by your firm for this project including the added value to the City of Milwaukee of your firm's services.

b. Project Work Plan and Milestones

Describe your proposed management plan for accomplishing the work. Provide a proposed project schedule and a sample timeline of milestones necessary to implement all phases of the project.

c. Training Provisions

Describe your firm's proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your firm will address any turnover of key facility personnel as it relates to project performance.

d. Project Financing

Describe your firm's preferred approach to providing or arranging financing for this project. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project. Describe how construction will be financed. The City of Milwaukee reserves the right to provide its own financing.

e. Equipment and Installation Procurement

Describe your firm’s preferred approach for selecting equipment and installation sub-contractors in an open and transparent way. Describe how you will seek to include small and local business enterprises in this process.

2. SITE SPECIFIC

a. Technical Site Assessment and Estimated Costs

Based upon the Energy Conservation Measures (ECMs) identified in the attached City of Milwaukee Master Energy Plan Comprehensive Study Report and Implementation Roadmap, and the Utility Energy Data, please update the Implementation Costs, Incentives, and Simple Payback period for each ECM recommended for the City of Milwaukee Department of Public Works Field Headquarters, located at 3850 N 35th St., Milwaukee, WI 53216. Feel free to go beyond the ECMs identified in the Master Energy Plan if proposing renewable energy and/or storage systems for this facility. Please provide the estimated costs using the templates provided in Attachment 2-C. If innovative or exotic technologies are being proposed, please provide information on previous installations on similar projects, including cost and performance results, and your company’s in-house expertise or subcontractor relationship established to implement the technology.

b. Energy Baseline Calculation Methodology and Measurement & Verification Plan

Describe the methods used to compute baseline energy use. Describe any computerized modeling programs used by your firm to establish baseline consumption. Please summarize procedures, formulas and methodologies including any special metering or equipment your firm will use to measure and calculate energy savings for this project. Describe the methods used to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc. Indicate any operational cost savings opportunities and how such savings are to be identified, documented and measured.

Describe your firm’s proposed approach to treatment of savings achieved during construction and how those savings will be documented and verified.

Describe how your Measurement & Verification Plan will utilize EPA Energy Star Portfolio Manager as a starting point for measuring energy savings. Describe any specific factors for calculating energy savings that will deviate from Portfolio Manager and how those factors can be mutually accounted for by both The City of Milwaukee and Company.

c. Equipment Maintenance Approach

Please describe any major changes in operations or maintenance for this project that your company anticipates. Include a description of the types of maintenance services projected for this project. Please discuss the role of the City's personnel in performing maintenance on the new and existing equipment. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement and what impact termination of maintenance prior to the end of the contract term would have on the savings guarantee.

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Attachment 2-C: ESCO's Proposed Project Costs and Cash Flow Analysis

Project Name:

Agency Name:

ESCO Name:

Fee Category	Fees ⁽¹⁾ Dollar (\$) Value	ECM Implementation Costs	Incentives for ECMs
Engineering and Project Management			
Investment Grade Energy Audit			
Design Engineering Fees			
Construction Management			
System Commissioning			
Initial Training Fees			
Project Service Fees Sub Total			
Energy Conservation Measures - Equipment and Installation			
(1) Compressed Air Leak Survey			
(2) Install Daylight Harvesting			
(3) Convert Garage Heating from Forced Air to Radiant			
(4) Install Occupancy Sensors in Selected Areas			
(5) Retrofit Air Handling System to VAV			
(6) Upgrade Motors to Premium Efficiency on As-Fails Basis			
Additional ECMs			
Fees for ESCO-Arranged Financing			
Other Financing Costs (defined)			
TOTAL FINANCED PROJECT COSTS:			

PROPOSED ANNUAL SERVICE FEES

First Year Annual Service Fees	Fees⁽¹⁾ Dollar (\$) Value
Measurement and Verification (Traditional Annual Report)	
On-going System Monitoring (ESCO has Access to Building Automation System and will alert City Staff of Energy Performance Issues Throughout the Year)	
Staff Training Services	
TOTAL FIRST YEAR ANNUAL SERVICES	

NOTES:

- 1. Fees should include all mark-ups, overhead, and profit. Figures offered as a range will not be accepted.*

ESCO's proposed interest rate available at the time of submission:

Financial Institution:

Contact person:

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Attachment 2-C ESCO's Proposed Annual Cash Flow Analysis

For the purposes of preparing the Preliminary Cost Proposal and Preliminary Cash Flow Analysis, a [redacted] year contract term and interest rate of [redacted] %.

Escalation Rate by Utility/Fuel:*	Principal:	Financed Project Costs:	Annual Payment:
Electric:	Water:	Finance Term:	Interest:
Construction Months:	Escalation Rate for Annual Fees:	Annual Interest Rate:	Other (specify):

**To be furnished by Agency in Appendix B. Sec. G.*

Year	Electric Cost Savings	Water Cost Savings	Other	Operational Cost Savings	Total Cost Savings	Maintenance, Monitoring, EM&V, and Training Fees	Guaranteed Cost Savings	Financing Payment	Net Savings
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
Total									

DPW Field HQ Baseline Energy Use and Estimated Savings Calculator

Portfolio Manager Property ID	Annual Energy Use	
	12/31/2009	12/31/2022
Electricity Use - Grid Purchase (kWh)	1,053,053	1,328,559
Electricity Use - Grid Purchase (kBtu)	3,593,017	4,533,045
Electricity Use – Generated from Onsite Renewable Systems and Used Onsite (kWh)	-	-
Electricity Use – Generated from Onsite Renewable Systems and Used Onsite (kBtu)	-	-
Natural Gas Use (therms)	124,814	126,637
Natural Gas Use (kBtu)	12,481,372	12,663,742
Total kBtu (Site Energy)	16,074,389	17,196,787

ECM No.	1	2	3	4	5	6	7	Total
ECM Description								
Electricity Savings - Grid Purchase (kWh) On Peak								
Electricity Savings - Grid Purchase (kWh) Off Peak								
Electricity Savings - Grid Purchase (kWh)	0	0	0	0	0	0	0	0
Electricity Savings - Grid Purchase (kBtu)	0	0	0	0	0	0	0	0
Electricity Savings – Generated from Onsite Renewable Systems and Used Onsite (kWh)								0
Electricity Savings – Generated from Onsite Renewable Systems and Used Onsite (kBtu)	0	0	0	0	0	0	0	0
Natural Gas Savings (therms)								0
Natural Gas Savings (kBtu)	0	0	0	0	0	0	0	0
Total kBtu Savings (Site Energy)	0	0	0	0	0	0	0	0
Electric Cost per KWH On Peak	\$ 0.08666	\$ 0.08666	\$ 0.08666	\$ 0.08666	\$ 0.08666	\$ 0.08666	\$ 0.08666	\$ 0.12438
Electric Cost per KWH Off Peak	\$ 0.05416	\$ 0.05416	\$ 0.05416	\$ 0.05416	\$ 0.05416	\$ 0.05416	\$ 0.05416	\$ 0.08884
Gas Cost per Therm	\$ 0.11150	\$ 0.11150	\$ 0.11150	\$ 0.11150	\$ 0.11150	\$ 0.11150	\$ 0.11150	\$ 0.11150
Electric Savings On Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric Savings Off Peak	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Demand Charge Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gas Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Dollar Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Estimated Site kBtu after project (all else being equal)

17,196,787

Attachment 2-D: Sample Documents

Each ESCO shall provide sample documents of the items listed below:

- a) Sample City Energy and Cost Savings Report
- b) Sample Project Commissioning Plan
- c) Sample Measurement and Verification Plan

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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), and payment monitoring reports submitted via B2GNow (<https://milwaukee.diversitycompliance.com/>) 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 subcontractor payments are confirmed 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 Equity and Inclusion 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 with the bid and is an element of bid responsiveness. Incomplete SBE Compliance Plans (Form A) or inaccurate SBE Compliance Plans will not be accepted and will render the bid unresponsive.
 1. Information on Form A shall include, but not be limited to:

- a. The names, addresses, telephone numbers, copy of City of Milwaukee SBE Certification, 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 Equity and Inclusion 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 Equity and
Inclusion 200 East Wells
Street
City Hall, Room 606
Milwaukee, Wisconsin
53202
Phone: (414) 286-5553
FAX: (414) 286-8752
city.milwaukee.gov/oei
oei@milwaukee.gov

- 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 Equity and Inclusion 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 Equity and Inclusion.

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 Equity and Inclusion 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 25%

The Purchase of Goods and Services

25% The Purchase of Professional

Services 18%

Rev. 1-2021
SBE provisions 1-2021



CITY OF MILWAUKEE | OFFICE OF EQUITY & INCLUSION

FORM A – CONTRACTOR COMPLIANCE PLAN

This compliance plan must be completed in its entirety and is a required submission with an Invitation to Bid or a Request for Proposal (RFP) if the solicitation includes an SBE requirement and/or if a Proposer is seeking to earn SBE bonus points as it relates to an RFP. Additionally, in order to qualify, an active (non-expired) certificate confirming Small Business Enterprise (SBE) certification issued by the City of Milwaukee Office of Equity and Inclusion for each SBE firm must accompany this form. The SBE firm must be certified at the time of bid opening and/or RFP closing.

I. GENERAL INFORMATION (REQUIRED)

Bid/RFP # _____ Total SBE % _____ Total proposed Bid/RFP amount \$ _____

Description of SBE Firm Participation

[Empty box for Description of SBE Firm Participation]

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

Contractor Name _____

Address _____

City, State, Zip Code _____

Contact Person _____

Title _____

Phone Number _____

E-mail Address _____

Prime Contractor City of Milwaukee SBE certified? Yes _____ No _____

III. ACKNOWLEDGEMENT (REQUIRED)

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge. I further understand and agree that this compliance plan is a condition of my Bid/RFP responsiveness. Failure to submit this form with my response and/or meet the specified SBE requirements may render the Bid/RFP unresponsive.

Name of Authorized Representative _____

Signature _____

Title _____

Date _____

FOR STAFF USE ONLY

SBE Firm(s) providing service/commodity consistent with NAICS Code(s) and Prime’s scope of service? Yes _____ No _____

SBE certification(s) verified? Yes _____ No _____

OEI Analyst _____ Signature _____ Date _____

Department Representative _____ Signature _____ Date _____

List all subcontractor information in its entirety, identifying the Contractor's SBE designation.
Individual subcontractor SBE percentages should equal the overall participation as listed on Page 1.
Please visit the following website to access the list of City of Milwaukee SBE certified firms:
<https://milwaukee.diversitycompliance.com/>

IV. SUBCONTRACTOR INFORMATION

Contractor Name _____

Address _____

City, State, Zip Code _____

Contact Person _____

Title _____

Phone Number _____

E-mail Address _____

Subcontractor SBE-certified? Yes _____ No _____ _____

Please identify the proposed commodity or service, award amount and contract percentage the subcontractor will fulfill.

Proposed award amount \$ _____ Percentage of contract _____ %

Work performed/materials provided _____

Name of Owner/Representative _____

Signature of Owner/Representative _____ Date _____

Contractor Name _____

Address _____

City, State, Zip Code _____

Contact Person _____ Title _____

Phone Number _____ E-mail Address _____

Subcontractor SBE-certified? Yes _____ No _____



Please identify the proposed commodity or service, award amount and contract percentage the subcontractor will fulfill.

Proposed award amount \$ _____ Percentage of contract _____ % ;

Work performed/materials provided _____

Name of Owner/Representative _____

Signature of Owner/Representative _____ Date _____

If you need to provide additional subcontractor information, please duplicate this page as needed.

City of Milwaukee | Department of Administration | Office of Equity & Inclusion
City Hall, Room 606 | 200 East Wells Street | Milwaukee, WI 53202
Information Line: 414-286-5553 | Email: oei@milwaukee.gov | Website: city.milwaukee.gov/oei



**City of Milwaukee
Department of Public Works
Apprenticeship Provisions**

I. General:

- A. In accordance with Section 309-38 of the Milwaukee Code of Ordinances, apprenticeship requirements will be specified on all Department of Public Works construction contracts, where appropriate, which are in excess of \$100,000. The ordinance requires that a contractor employ apprentices in the performance of the contract and of all subcontracts entered into by the contractor in accordance with the maximum ratio of apprentices to journeymen as established by the Wisconsin Department of Industry, Labor, and Human Relations. Fair consideration must be given to minorities and women. Beginning January 1, 2017, contracts awarded in excess of \$500,000 require that 25% of all apprentice labor hours are worked by apprentices participating in the Residence Preference Program (RPP). RPP apprentice hours in excess of this requirement will earn one and one-half hours of credit toward the total RPP requirements of the contract. Contracts awarded in excess of \$500,000 also require that 40% of all RPP apprentice labor hours are attributed to apprentices living in high-poverty zip codes as identified by the City Clerk. For this contract, bidders are required to utilize apprentice(s) from of the following trade(s):

(See "Ratio of Apprentices to Journeymen").

- B. The contractor shall prepare and submit an accurate and timely Apprenticeship Utilization Form (Form F) and other reports to the Department of Public Works. The Apprenticeship Utilization Form shall be returned with the executed contract and shall specifically identify the apprentice(s) that will work on the project. The Contractor Time Report shall be submitted within ten (10) days following completion of work or every three (3) months, whichever comes first. 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 all apprenticeship related reports 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, 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, suspend, or cancel the contract, in whole or in part.
 3. After due process, consider debarment of the contractor from bidding for a two-year period.
 4. Any other remedy available to the City at law or in equity.

II. Definitions:

- A. Apprentice - a person, 16 years of age or over, who shall enter into a written contract of service where he or she is to receive from or through his or her employer in consideration for his or her services, in whole or in part, instruction in any trade, craft, or business. Apprenticeship agreements shall be governed by Ch. 106, Wis. Stats.
- B. Construction - Means either new construction work or repair work on any roads, bridges, sewers, streets, alleys, buildings, or any other public works.

III. Apprenticeship Utilization Requirements:

- A. The contractor shall utilize apprentices in a minimum amount equal to that stated in paragraph I-A above.
- B. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 309 and knows of and intends to comply with them.
- C. The contractor shall maintain personnel records listing the names and addresses of its employees utilized for this contract in meeting apprenticeship requirements. These records shall be maintained for three (3) 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 apprenticeship requirements is an element of bid responsiveness. Failure to meet the specified apprenticeship requirements will render the bid unresponsive, and the Commissioner of Public Works may then recommend award to the next apparent low bidder.
- E. If the prime contractor has problems in meeting the apprenticeship requirements or if any other problems relative to apprenticeship participation arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.

Ratio of Apprentices to Journeymen

Carpentry	1:1 (1 apprentice to 1 employer/journeyworker)	thereafter, 1 apprentice to 3 journeyworkers
Electrical	<p>Shop ratio: 1:1, then 2nd apprentice for 3-4 journeyworkers, then 2 more journeyworkers for each apprentice (between 5 and 12 journeyworkers), then 1 apprentice for each 2 journeyworkers</p> <p>Jobsite: no more apprentices than journeyworkers (1:1) 5th year apprentices may work alone on jobs for which they are trained and qualified; they are ratio neutral but not counted as journeyworkers.</p>	
Glazing	1:1	thereafter, 1 additional apprentice for each 3 journeyworkers
Heat & Frost Insulation	1:1	thereafter, 1 apprentice to 3 journeyworkers
Heavy Equipment Operator	1:1	thereafter, 1 additional apprentice for each 5 journeyworkers
Ironworker	1 apprentice for each 4 Structural and Reinforcing Ironworkers and 1:1 Ornamental Ironworker	
Construction Craft Laborer	1 apprentice for 3 journeyworkers, 2 apprentices for 8 journeyworkers; 3 apprentices for 30 journeyworkers; thereafter, 1 apprentice to 10 additional journeyworkers Apprentices with 3000 hours are ratio neutral.	
Masonry	1:1	thereafter, 1 apprentice to 1 journeyworker
Operating Engineer	1:1	thereafter, 1 apprentice to 6 journeyworkers
Painting/Decorating	1:1	thereafter, 1 apprentice to 3 journeyworkers
	----- 4 th year apprentices may work alone after completion of all paid and unpaid related instruction.	
Plumbing	1:1 Master Plumber and licensed apprentices	2 journeyworkers to 1 apprentice; 3 journeyworkers to 2 apprentices; 4 journeyworkers to 3 apprentices; 5 or 6 journeyworkers to 4 apprentices; 7, 8 or 9 journeyworkers to 5 apprentices; 10 journeyworkers to 6 apprentices;

Plumbing (cont'd)		thereafter, 1 apprentice to 2 journeyworkers
	4 th and 5 th year apprentices may work alone after completion of all paid and unpaid related instruction and they are ratio neutral	
Roofing	1:1 or 2 journeyworkers	thereafter, 1 apprentice to 2 journeyworkers
Sheet Metal	1:1	thereafter, 1 apprentice to 2 journeyworkers
	5 th year apprentices may work alone for jobs for which they are trained and competent. 5 th year apprentices are ratio neutral.	
Sprinklerfitting	1:1 licensed journeyworker	thereafter, 1 apprentice to 1 licensed journeyworker
	Apprentices in final 12 months, who are current in educational requirements, are ratio neutral	
Steamfitting	1:1	2 nd apprentice if 3 journeyworkers; 3 rd apprentice if 5 journeyworkers; 4 th apprentice if 7 journeyworkers

DRAFT

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:

**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 and that 25% of these hours be performed by unemployed or underemployed residents who maintain their permanent residence in zip codes established as high-poverty, as determined by the city clerk, except in special cases where the Commissioner of Public Works determines there is sufficient reason to impose lesser levels of participation. For every high-poverty resident worker hour exceeding the requirements listed above, one-and-one-half hours will be credited toward the total RPP hours of the contract. 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 concurrent projects in any Wisconsin county, 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 \$2,000 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 15 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.
- 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 confirm to this section shall not be considered. The Commissioner shall schedule a hearing before the Public Works Contract Appeals Committee which shall be comprised of the chair of the Economic Development Committee or his or her designee and a member of the Economic Development Committee selected by the chair and the Director of Administration or his or her designee to be held within five days of receipt of the appeal. The Public Works Contract Appeals Committee shall have the authority by majority vote to affirm or set aside the determination of the Commissioner and their decision in this regard shall be final. In the event that a timely appeal meeting the requirements of this paragraph is not filed, or the Committee affirms the Commissioner's determination following a timely appeal, the Commissioner shall make an award in accordance with his or her determination.

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Contractor Name

DPW Contract No.

Employee Affidavit Residents Preference Program

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

Residency status:

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

- _____ 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 15 days*

***this selection only applies to new hires or inactive employees**

OR

Underemployed status:

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

WORK HISTORY

Construction Skills: _____, _____, _____,

Years of Experience: _____, _____, _____,

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

please return completed form and required attachments to:

Pachia Vue | DPW Contracts Office | 841 N Broadway – Room 506 | Milwaukee, WI 53202 | pvue@milwaukee.gov

Income Eligibility Guidelines July 1, 2023 to June 30, 2024

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	26,973	2,248	1,124	1,038	519
2	36,482	3,041	1,521	1,404	702
3	45,991	3,833	1,917	1,769	885
4	55,500	4,625	2,313	2,135	1,068
5	65,009	5,418	2,709	2,501	1,251
6	74,518	6,210	3,105	2,867	1,434
7	84,027	7,003	3,502	3,232	1,616
8	93,536	7,795	3,898	3,598	1,799
For Each Additional Household Member Add	9,509	793	397	366	183

Source: Wisconsin Department of Public Instruction

Nombre de Contratista

No. del Contrato de DPW

Declaración Jurada del Empleado

Programa de Preferencia de Residentes

Yo certifico que mantengo mi residencia permanente en la Ciudad de Milwaukee y que voto, pago el impuesto personal sobre los ingresos, obtengo mi licencia de conducir, etc. en

_____, Milwaukee, WI _____
(Dirección) (Código Postal)

Estatus de Residencia:

Para verificar mi estatus de residencia, adjunto los siguientes documentos (marque *dos*)

- _____ Copia de mi formulario de certificación de votante.
- _____ Copia de mi formulario 1040 del año pasado.
- _____ Copia de mi Licencia de Manejo de Wisconsin actual o Identificación (ID) del estado.
- _____ Copia de Otro (Ejemplo: Recibo de luz, gas o agua, un Contrato de Alquiler, etc.)

Y

Estatus de Desempleo:

Yo certifico que he estado desempleado/a/x de las siguientes maneras: (Marque todas las que se le aplican)

- _____ Yo he trabajado menos que 1,200 horas en los últimos 12 meses.
 - _____ Yo no he trabajado en los últimos 15 días*
- *esta selección solo se les aplica a nuevos empleados o empleados inactivos**

O

Estatus Subempleado/a/x:

_____ Yo certifico que basado en la tabla adjunta (Guía de Elegibilidad de Ingresos), estoy subempleado/a/x.

HISTORIAL DE TRABAJO

Destrezas de Construcción: __, __, __.

Años de Experiencia: __, __, __.

Nombre en Letra de Molde

Firmar Nombre

Número de Seguro Social

Número de Teléfono de Su Casa

Suscrito y jurado a mi este _____ día

De _____, _____ A.D.

Mi Comisión Expira _____.

Notario Público del Condado de Milwaukee

favor de regresar el formulario completo y documentos requeridos a:

Pachia Vue | DPW Contracts Office | 841 N Broadway – Room 506 | Milwaukee, WI 53202 | pvue@milwaukee.gov

Guía de Elegibilidad de Ingresos
El 1º de julio del 2023 hasta el 30 de junio del 2024

La determinación de elegibilidad está basada en el número de personas en el hogar e ingresos.
 Ingreso total tiene que ser de o menos de las cantidades de esta tabla.

No. de Personas en el Hogar	Anualmente	Mensualmente	Dos veces al mes	Cada 2 semanas	Cada semana
1	26,973	2,248	1,124	1,038	519
2	36,482	3,041	1,521	1,404	702
3	45,991	3,833	1,917	1,769	885
4	55,500	4,625	2,313	2,135	1,068
5	65,009	5,418	2,709	2,501	1,251
6	74,518	6,210	3,105	2,867	1,434
7	84,027	7,003	3,502	3,232	1,616
8	93,536	7,795	3,898	3,598	1,799
Por Cada Miembro Adicional del Hogar Se Añade	9,509	793	397	366	183

Source: Wisconsin Department of Public Instruction

Proposed RPP Utilization - All City of Milwaukee			
RPP Employee Name	Street Address	Zip Code	Proposed Hours

Proposed RPP Utilization - SPECIAL IMPACT AREAS			
RPP Employee Name	Street Address	Zip Code	Proposed Hours

Proposed Apprentice Utilization - All City of Milwaukee				
RPP Employee Name	Street Address	Zip Code	Proposed Hours	RPP? (Y/N)

Proposed Apprentice Utilization - Special Impact Areas			
RPP Employee Name	Street Address	Zip Code	Proposed Hours

PROPOSED PROJECT TOTALS							
		HOURS	% all hrs	% of RPP/Apprent hours	REQUIRED %	REQ HRS	RPP Credit Hours
Total hours			#DIV/0!		100%		
Total RPP hours			#DIV/0!		40%	0.00	
RPP Special Impact hours			#DIV/0!	#DIV/0!	25%	0.00	#DIV/0!
Apprentice hours			#DIV/0!	#DIV/0!			
RPP Apprentice hours			#DIV/0!	#DIV/0!	25%	0.00	#DIV/0!
Apprentice Special Impact hours			#DIV/0!	#DIV/0!	40% of RPP Apprentice hrs	0.00	