



DEPARTMENT OF HEALTH & HUMAN SERVICES

Milwaukee County

HÉCTOR COLÓN • Director
JAMES MATHY • Administrator, Housing Division

Dear Contractor,

Milwaukee County Home Repair has updated policies and procedures, some of which will impact your work with the program. Starting January 1, 2012 all contractors will need to be approved to bid on projects. Enclosed you will find an application to get on the approved bidder list. In addition to a completed application and conflict disclosure form, please provide copies of all licenses and proof of required insurance. Remember that most contractors will be required to have at minimum the Lead Safe Renovator license, which is required in the State of Wisconsin when disturbing any painted surface on a pre-1978 home. Enclosed you will also find the contractor policy for your review.

Additionally, Milwaukee County Home Repair will no longer make contractor selections for loan projects, the homeowners will make the selection from the qualified bids obtained by Home Repair. Home Repair is lending money to the homeowner and as long as the selected bid is cost reasonable, the owner may select the qualified contractor. It is important in the future for contractors to provide good customer service. Contractors selected will sign a contract with the owner provided by the County. Milwaukee County will make payments from the owner's loan proceeds.

Milwaukee County Home Repair will be verifying if permits are required and no payment will be made if required permits were not obtained. All work will be inspected and Milwaukee County Home Repair staff and payment will not be made until work is satisfactory, passed required inspections by the municipality, and the owner signs off. Passing lead clearance may also be required for payment. Contractors may receive progress payments on jobs over \$10,000 with proper documentation. Pre-dated invoices will be denied. All invoices shall have a correct date, job address, owner's name, an invoice number, contractors contact information and an itemization of work performed. Any invoice lacking these elements will be denied. Be sure to also submit lien waivers with invoices.

Milwaukee County ethics code prohibits any person employed by Milwaukee County or anyone employed in the past 12-months from contracting with the County. Be sure to fill out the conflict of interest disclosure. If you do answer "yes" to any of the questions, Milwaukee County may be required by Federal regulation to publish a notice of the potential conflict. Corporation Counsel will then determine if the conflict exists and if the contractor is eligible to do work for the Home Repair program.

If you have any questions, please contact me at 414-278-4880.

Sincerely,

Jean Wolfgang
Housing & Program Coordinator

2711 W. Wells, Room 102, Milwaukee, Wisconsin 53208
Housing Choice Voucher: 414-278-4894 ♦ Fax 414-223-1825
Home Repair: 414-278-4917 ♦ Fax: 414-223-1815
Community Development Block Grant: 414-278-4780 ♦ Fax: 414-223-1825



Milwaukee County

HOME Repair Division – Contractor Request of Qualifications

As of January 1, 2012 contractors participating in the Home Repair program shall pre-qualify as a responsible bidder, even if the contractor has worked with the program in the past. Please submit the application to Milwaukee County Home Repair, 2711 W. Wells Street, Room 102, Milwaukee, WI 53208, or fax to 414-223-1815, or email to HomeRepair@milwaukeecountywi.gov.

I. General Information

| | |
|---|---|
| Business Name/Name | Circle Business Type Sole Proprietorship LLC LLP Corporation Other _____ |
| Address | |
| Phone | Incorporated entities shall be registered with Wisconsin Department of Financial Institutions and in good standing. |
| Fax | Email |
| Duns Number* | FEIN or Social Security |
| If partnership, LLC, LLP, or corporation list all members or officers. | |
| *DUNS number may be obtained from Dunn & Bradstreet by calling 1-866-705-5711. ALL federally funded projects require DUNS number. Your DUNS number, FEIN, and licenses must all have consistent business names. | |

II. References

List homeowners you have done work for in the past year. Staff may contact your references and ask to see your work.

| Name | Address/type of work | Phone/email |
|------|----------------------|-------------|
| | | |
| | | |

Please list any municipal or federal programs you have worked for in the past 5 years.

| Program | Contact | Phone/email |
|---------|---------|-------------|
| | | |
| | | |

III. Trade and License Information

Check the trades you wish to bid on. Provide required certification numbers for trades you wish to bid on. Provide copies of your lead company certificate and a copy of each employee's state issued lead license.

Attach copies of all your licenses.

| X | Trade | Certification Numbers (contractor & qualifier numbers) |
|----------------------|-------------------------------|--|
| | Plumbing | |
| | Electrical | |
| | HVAC | |
| | Asbestos | |
| | Roofing | |
| | Insulation | |
| | Carpentry | |
| | Windows/Doors | |
| | Siding/Trim | |
| | Foundation Repairs | |
| | Masonry | |
| | Hardwood floor refinishing | |
| | Flooring installation | |
| | Kitchen cabinets | |
| | Painting | |
| | Landscaping | |
| | Concrete | |
| | Tree service | |
| LEAD LICENSES | | |
| | Lead Company Number | |
| | Lead Safe Renovator Number(s) | |
| | Lead Safe Worker Number(s) | |
| | Lead Supervisor Number(s) | |
| OTHER TRADES | | |
| | | |
| | | |

IV. Insurance and Liability Required

All contractors must provide proof of insurance and list Milwaukee County as a named insured. Milwaukee County may change required insurance at its discretion and upon the recommendation of the Risk Manager.

Liability and Insurance. The Contractor shall not commence work under a contract until the contractor has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner and the County, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor.

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

- **Worker's Compensation and Employers Liability Insurance.** The Contractor shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
- **Commercial General Liability and Automobile Liability Insurance.** The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:
Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

- Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

Limits - The Contractor shall maintain limits no less than the following:

General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Milwaukee County) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.

- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
- Umbrella Liability – Two Million dollars (\$2,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.
- Professional Liability - One million dollars (\$1,000,000) per claim and annual aggregate.

V. Responsibility

Please answer the following questions by circling yes or no. If you answer yes, please provide a written explanation. A "yes" answer does not mean automatic disqualification, however, failure to be candid and/or failure to provide accurate information may result in automatic disqualification. Answers shall apply to all members and officers of the partnership, LLC, LLP, or corporation.

| | | |
|---|-----|----|
| Do you currently have pending litigation against you? | Yes | No |
| Have you or any member of the firm been convicted of a felony or any crime related to contracting? | Yes | No |
| In the past 7 years have you filed for bankruptcy? (If yes, explain the reason and indicate any debt to suppliers was discharged) | Yes | No |
| Do you have any outstanding liens or judgments against you? | Yes | No |
| Have you or any member of your firm had any drug related convictions in the past 7 years? | Yes | No |
| Are you delinquent on your property or income taxes? | Yes | No |
| Do you have any open cases with Wisconsin Department of Consumer protection? | Yes | No |
| Have you received any fines or disciplinary action from Wisconsin Department of Health Services? | Yes | No |

All members of the firm shall sign below attest that the information provided in this application is true and correct to best of their knowledge.

Dated the _____ day of _____, 20____.

Signature: _____ Print Name: _____ D.o.B: _____

Signature: _____ Print Name: _____ D.o.B: _____

Signature: _____ Print Name: _____ D.o.B: _____

Signature: _____ Print Name: _____ D.o.B: _____

Signature: _____ Print Name: _____ D.o.B: _____



DEPARTMENT OF HEALTH & HUMAN SERVICES

Milwaukee County

HOME Repair Division – Conflict of Interest Disclosure

Family includes: Spouse, fiancée/fiancé, children and children-in-law, brothers, brothers-in-law, sisters, sisters-in-law, parents, parents-in-law, and/or anyone who receives more than 50% of their annual support from the person (e.g., adopted child, foster child).

1. Are you, any employee, or any family member an employee of Milwaukee County (including anyone employed in the past 12-months for Milwaukee County)?

___ Yes ___ No If yes, please indicated what department, position, and name of person.

2. Are you, any employee, or any family member an elected or appointed official (including any board, commission, committee or authority) of Milwaukee County?

___ Yes ___ No If yes, please indicated what department, position, and name of person.

3. Are you, any employee, or any family member a consultant, contractor, or agent with Milwaukee County? (If you are applying to be a contractor or are currently working as a contractor for Milwaukee County Home Repair do not include yourself.)

___ Yes ___ No If yes, please indicated what department, position, and name of person.

4. Are you, any employee, or any family member of the city council or board of trustees for the following municipalities? Bayside, Fox Point, River Hills, Glendale, Whitefish Bay, Shorewood, Brown Deer, Oak Creek, South Milwaukee, West Milwaukee, Cudahy, St. Francis, Franklin, Hales Corners, Greendale, and Greenfield.

___ Yes ___ No If yes, please indicated what department, position, and name of person.

The above information is true and correct.

Signature

Date

Print Name

Signature

Date

Print Name

If you answered yes, there may be a requirement to publish information regarding your transaction related to doing business with Milwaukee County in a local newspaper. Please contact the Housing & Program Coordinator with any questions regarding this requirement, 414-278-4880.



Contractor Qualification Policy for Housing Rehab

I. General

It is the intent of Milwaukee County when undertaking housing rehabilitation projects to create a pool of responsible, qualified contractors to bid on projects. Attached is the form required to be completed by contractors to be considered for the list of approved contractors. Staff will check tax status and for any recent judgments or changes of status prior to signing a contract or at least yearly.

II. Requirements

- a. Applicant Information. The contractor must provide contact information and information about the business including the type of business, FEIN or social security numbers. These projects are being funded with federal dollars and require use of a DUNS number. This can be obtained by going to http://www.whitehouse.gov/omb/grants/duns_num_guide.pdf. or by calling 1-877-753-1444. You must fill the name of all members and officers of the partnership, LLC, LLP or corporation.
- b. References. Staff needs to ensure the contractor is capable of providing quality work. References must be provided so staff can review the quality of past work. Substandard work will be grounds for disqualification.
- c. Trade certification. Each trade requires, by Wisconsin Administrative Codes COMM 5 and DHS 163, certain registry and certifications. The County needs to ensure contractors are licensed to do certain work. In addition, any contractor that may disturb painted or varnished surfaces, after April 22, 2010 must be a certified Lead-Safe Company and have on staff a Certified Lead-Safe Renovator. More information can be found on this new lead rule at www.dhs.wi.gov/lead. Information on certificates or registrations needed for building trades can be found at <http://www.commerce.state.wi.us/SB/>.
- d. Insurance. The contractor must provide proof of insurance as indicated in the application. These values may be updated periodically. Staff will conduct annual (or more frequent, at the discretion of staff) checks on insurance and will contact contractors with any change in requirements.
- e. Responsibility. The County has an obligation to the federal government and taxpayers to make sure contractors are responsible, and the County needs to minimize the risk. A "yes" answer to any of the questions will not automatically disqualify a contractor. Contractors shall provide written explanation for staff to review for any questions receiving a "yes" answer.
 - i. Litigation. Contractors may be disqualified for current litigation directly related to a rehab project and until the case is concluded. Contractor's file can be reconsidered after a court has made a final decision concerning the litigation.
 - ii. Felony. Contractors may be disqualified for a felony directly related to contracting or fraud, or other crime related to Contractor's honesty or truthfulness.
 - iii. Bankruptcy. Contractors may be disqualified for recent bankruptcy related to the renovation business. Bankruptcy concerning personal

matters such as personal medical bills will not be held against the contractor.

- iv. Judgments and liens. Judgments and liens may need to be satisfied prior to qualification. If agreed upon by staff and the contractor, proof of a payment plan via direct payment or garnishment, including garnishment from payments made by County to contractor, may satisfy this provision. Staff retains the right to determine whether a payment plan or garnishment plan is acceptable for prequalification purposes.
- v. Contractors must be current on property and income taxes.
- vi. Contractors delinquent on child support may be subject to garnishment by the State of Wisconsin and should be aware of that possibility.
- vii. Staff will review cases and complaints made to Wisconsin Consumer Protection regarding contract work done in the past.

III. Disqualification. Applicants will be notified in writing if they are disqualified to be on the contractor bid list. Staff decisions may be appealed in writing to the Loan Board of Review within 30 days of disqualification. The Loan Board of Review will make the final decision. Contractors may re-apply after 6 months of being notified of disqualification.

IV. Probation. If a contractor is not fulfilling obligations pursuant to contracted obligations, staff, at its sole discretion, may place the contractor on probation for a period of 6 months. Staff shall notify the contractor in writing of the probation. During probation, the contractor may only have one contract at a time to ensure problems have been remedied. Contractors may appeal in writing to the Loan Board of Review ("Loan Board") regarding being placed on probation, and the right to a final determination of probationary status shall be vested solely in the Loan Board. Probation may be extended by either staff or the Loan Board, depending on the circumstances at the end of the period of probation.

V. Debarred. Contractors not fulfilling obligations of a contract or providing substandard work will be notified in writing of debarment by staff. Debarment shall be for a defined amount of time ranging from one- to three- years. Contractors may appeal in writing to the Loan Board if they are debarred. The right to a final determination on debarment shall be vested solely in the Loan Board. Contractors may re-apply after debarment period, if accepted they would be on probation for the first year.