

**ESSENTIAL/EMERGENCY HEATING AND AC SERVICES**

NOTE: THIS SPECIFICATION AND ANY ACCOMPANYING SPECIFICATIONS OR BID CAN BE APPEALED.

YOUR APPEAL MUST BE SUBMITTED IN WRITING TO THE CITY PURCHASING DIRECTOR NO LATER THAN FIVE (5) WORKING DAYS PRIOR TO BID OPENING.

YOUR APPEAL MUST NOT ONLY IDENTIFY THE PROVISION, TERM OR CONDITION THAT IS CAUSING PROBLEMS, BUT ALSO YOUR PROPOSED ALTERNATE PROVISION, TERM OR CONDITION AND BE SUPPORTED BY TECHNICAL DATA, TEST RESULTS AND OTHER INFORMATION.

CONTACT THE APPROPRIATE PURCHASING AGENT OR THE PROCUREMENT SPECIALIST FOR APPEAL FILING INSTRUCTIONS.

APPEALS RECEIVED LATER THAN FIVE (5) WORKING DAYS PRIOR TO BID OPENING OR WITHOUT SUFFICIENT DETAILS WILL NOT BE CONSIDERED.

**NOTICE!**

**AN APPEAL FEE (CHECK OR MONEY ORDER) WHICH IS 1% OF THE ESTIMATED VALUE OF THE CONTRACT IS REQUIRED WITH ALL BID AND SPECIFICATION APPEALS. THE APPEAL FEE IS A PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY THE APPEAL. THE APPEAL FEE WILL BE RETURNED IF THE APPEAL IS UPHELD.**

**CAUTION:** A BID THAT DOES NOT FULLY COMPLY WITH ALL OF THE PROVISIONS, TERMS AND WITH ALL CONDITIONS OF THIS OR ANY ACCOMPANYING SPECIFICATION AND BID, MAY BE DETERMINED AS A COUNTEROFFER AND MAY RESULT IN THE BID BEING REJECTED FOR NON-RESPONSIVENESS.

I. GENERAL: It is the intent of this specification to describe the minimum requirements for Essential/Emergency Heating and Air Conditioning Services to be purchased by the City of Milwaukee for the Department of Neighborhood Services.

All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide Essential/Emergency Heating and Air Conditioning Services shall be furnished at the bid price and shall conform in strength, quality and workmanship to that usually provided by the practice indicated in this specification.

II. AWARD AUTHORITY:

A. The City Purchasing Director will be the sole judge of the quality and suitability of the equipment, materials and/or services offered in its determination of the successful bidder for all bids.

III. WARRANTY: Contractor shall provide the owner of the property, where the work was performed, with a warranty for the goods and/or services rendered. This warranty shall be the same as the warranty normally given to the general public. A copy must be provided to the Department of Neighborhood Services with each invoice.

Under this provision, the contractor and/or the manufacturer of the materials agrees to repair, replace and install without cost to the owner of the property any parts or equipment that is found to be defective during the warranty period.

IV SERVICE REQUIREMENTS: Contractor is required to furnish all of the necessary labor, tools, material, permits and equipment to provide City of Milwaukee residents with Essential/Emergency Heating and Air Conditioning Services on an as needed basis and upon request of the Department of Neighborhood Services.

- A. Response Time: Bids will only be accepted from contractors who are able to respond to calls for service within two (2) hours of receiving notification from the Department of Neighborhood Services. Repeated failure on the part of the contractor to meet this two (2) hour response time to calls for service may be cause for termination of the contract.
- B. Availability: Contractor must be available to respond to calls for service within two (2) hours and be able to perform the work that is required on a seven (7) day per week, twenty-four (24) hour per day basis including holidays.
- C. Bonding and Licensing: Contractor must be bonded and licensed and shall provide evidence of such bonding and licensing upon request.

V. BID RESPONSE REQUIREMENTS: Contractor's bid must provide the City with the following:

- 1. Hourly labor rates for work performed during regular hours (8:00 AM through 5:00 PM – Monday through Friday).
- 2. Hourly labor rates for work performed during the following overtime hours:
  - 5:00 PM through 8:00 AM (Monday through Friday)
  - All day Saturday
  - All day Sunday
  - All day on Holidays

**Note**: Quoted hourly labor rates (regular and overtime) are to include benefits, overhead, payroll taxes and profits.

- 3. Minimum service call cost.

VI. FURNACE AND BOILER REPLACEMENT: Contractor is required to provide a quotation to the Department of Neighborhood Services for the cost of replacing an existing furnace, boiler or air conditioner when conditions warrant such replacement. Contractor must also receive approval from the Department of Neighborhood Services prior to proceeding with the furnace, boiler or air conditioner replacement.

VII. INVOICE REQUIREMENTS:

- A. Labor and material cost must be shown separately on each invoice.
- B. Materials shall be invoiced at cost and copies of contractor's prepaid bills for materials, applicable to each Invoice, must be attached.
- D. Actual number of hours spent on each job must be notated on each invoice to substantiate labor costs.
- E. Each invoice must include a warranty statement and/or warranty paperwork, applicable to the work performed, from either the manufacturer of the materials installed, from the contractor for workmanship or from both.
- F. Only one invoice is to be issued for each job.