

Official Notice #57394

**Request for Proposals:
Rental Property Management Services**

The Neighborhood Improvement Development Corporation (NIDC) is seeking a qualified firm to manage 14 rental units at “The Woodlands,” a 576-unit condominium development located at North 95th Street and West Brown Deer Road in Milwaukee.

The RFP can be found on DCD’s web site at the following link:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Questions regarding this RFP should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. **Deadline for questions regarding the RFP are due by November 2, 2012.** Any additional information and/or clarification(s) regarding this RFP will be posted in the form of an **addendum by November 5, 2012.** It is the responsibility of the Proposer, prior to submitting a bid, to determine whether all addendums have been received and are included in the RFP response.

Proposals are due November 9, 2012, by 11:00 a.m.

TABLE OF CONTENTS:

Cover Sheet and Table of Contents.....	Page 1
RFP Document	Pages 2-6
General NIDC RFP Requirements	Pages 7-9
Attachments	
A. Cost Proposal.....	Page 10
<u>(must be completed and attached to your proposal)</u>	
B. Section 3 Business Certification.....	Page 11
<u>(must be completed and attached to your proposal)</u>	
C. Affidavit of No Interest	Page 12
<u>(must be completed and attached to your proposal)</u>	
D. Non-Debarment Certification.....	Page 13
<u>(must be completed and attached to your proposal)</u>	
E. Designation of Confidential and Proprietary Information Form.....	Page 14

**Neighborhood Improvement Development Corporation
809 N. Broadway
Milwaukee, Wisconsin 53202**

October 25, 2012

I. BACKGROUND: FORECLOSED HOMES & NEIGHBORHOOD STABILIZATION

The Woodlands (then North Meadows) was developed in the mid 1970's for affordable homeownership. The development was initially 100% owner-occupied, but over the years, families moved out and many were unable to sell their unit. Faced with taxes, association fees, and mortgages, many owners felt they had no option but to rent their units. As time went on, some units were bought by investors; others fell into tax foreclosure or were taken by the association for unpaid fees. By the late 1990's, the number of rentals far exceeded owner-occupied, and over 100 units were vacant. Crime and other problems threatened stability. As part of a strategy to influence the Association's management policies and procedures, and in cooperation with the office of the City Attorney, NIDC acquired over 50 units in 2000. Since then, 32 units have been sold.

There has been a notable turnaround at the development. NIDC and other partners such as the nearby YMCA, Alexian Village, Risen Savior Lutheran Church and its affiliated K-8 school, have worked to improve conditions. The Association's Board of Directors has implemented policy changes that reduced crime and other problems. Owner-occupancy increased through partnerships including collaboration between NIDC and Habitat for Humanity. NIDC also offers special financing assistance to owner-occupants, providing low-cost and forgivable rehabilitation loans. For the past year, NIDC and the Local Initiatives Support Corporation (LISC) have jointly sponsored a full-time AmeriCorps volunteer assigned to the Woodlands. The AmeriCorps volunteer promotes homeownership and organizes residents around quality of life issues.

NIDC's longer-term goal is to sell our units to owner-occupants. 4 of the units are currently being held for sale and the remaining 14 will be rented through the property management company procured through this RFQ. Depending on the pace of sales, it is possible that as leased units become vacant, more units will be held for additional sales to owner-occupants

II. INTRODUCTION

NIDC is seeking a qualified firm to manage 14 rental units at "The Woodlands," a 576-unit condominium development located at North 95th Street and West Brown Deer Road in Milwaukee.

As of May, 2012, only 7 of the 14 units are leased. It is NIDC's plan for the property management firm to aggressively market and lease-up the vacant units. As other units become vacant, they may be leased again, or perhaps NIDC will elect to sell them for homeownership.

III. SCOPE OF WORK

NIDC wishes to retain the services of a highly-qualified firm experienced in managing rental properties. The management company will perform as NIDC's agent, responsibly fulfilling all duties including but not limited to:

- Develop and implement a successful marketing strategy that will result in a low vacancy rate.
- Screen tenants (credit, criminal background, references from previous landlords, housekeeping standards, etc.)
- Develop and enforce rules for tenant conduct.
- Within the first 30 days of taking over the management, meet with each tenant and inspect their unit. Notify NIDC of problem conditions and, after consultation, promptly correct the problems.
- Overall cost-effective management of NIDC's Woodlands portfolio.

- Prepare an overall budget for the units, and provide monthly reports on actual costs as compared to the budget.
- Provide NIDC with an ongoing plan to properly and cost-effectively maintain units.
- Pay property taxes, utilities (water) and association fees on time.
- Collect rent, security deposits, etc. and properly account for all payments and deposits.
- Make quarterly payments to NIDC (allowing for current and anticipated expenses, such as property taxes and association fees.)
- Insure that all units are code compliant, decent, and safe.
- Conduct at least one annual inspection of each unit.
- Regularly communicate and fully cooperate with NIDC and the Woodlands' on-site management staff.
- A certified Minority/Women and Small Business Enterprise (M/W/SBE) management firm is preferred. An outreach plan to (M/W/SBE) sub-contractors is required.

IV. PROJECT REQUIREMENTS

A. Contract

The contract will begin upon Contractor's receipt of a fully executed copy of the contract and will be for one year, with the option to extend the contract for two additional one-year terms. NIDC reserves the right to terminate the Contract at any time if the Contractor's performance fails to meet the terms and conditions outlined in this Request for Proposal and in the Contract.

B. Coordination

A staff member from NIDC will coordinate the project. For the purpose of efficiency, the NIDC prefers that the assigned Contractor be accessible to NIDC on a regular and as needed basis. The Contractor and NIDC will establish a regular communication format through which the NIDC can be kept current on each project's progress.

C. Products

The Contractor shall provide deliverables as noted in the Scope of Services. All documentation (including work in progress) from this contract will remain the property of the NIDC. NIDC will have access to all other working papers or information stored on a computer or computer disk of the Contractor concerning this contract; the Contractor should check with the NIDC prior to destroying any working papers.

D. Rental Property Manager a Private Contractor

The Contractor will not be an employee of NIDC. Compensation will be strictly on the basis of an agreed-upon fee structure. A contract between the Contractor and NIDC ("Contract") will specify the terms and conditions of each party's responsibility.

E. Insurance: Current evidence of insurance as follows:

Coverage	Amounts
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence \$1,000,000 aggregate PD \$500,000 per occurrence

Automobile Liability

BI \$500,000 per person
\$1,000,000 per occurrence
PD \$500,000 per occurrence

Errors and Omissions

\$1,000,000 per occurrence

NIDC shall be named as an additional insured with respect to liability coverage, except for the Errors and Omissions policy. NIDC shall be given thirty (30) days notice in advance of cancellation, non renewal, or material change in any insurance coverage.

NIDC reserves the right to request additional clarifying information from prospective Contractor over and above that included in the proposal submissions

F. Americans with Disabilities Act

NIDC complies with the Americans with Disabilities Act of 1990. Upon reasonable notice, we will accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. Further, the successful Contractor must agree to comply with all applicable requirements of this Act in the performance of this Contract.

V. PROPOSAL FORMAT

In order to simplify the review process and to obtain the maximum degree of comparability, proposals should be organized in the following manner. Brevity is encouraged. Failure to comply with these requirements may be cause for the proposal to be considered non-responsive.

A. Letter of Transmittal

This letter should state concisely the proposer's understanding of the scope of work to be performed and provide enough detail to evaluate the qualifications and ability of the firm to perform the work.

B. Title Page

The title page should include "Request for Proposal, Department of City Development, Residential Inspection and Construction Management Services", the name of the proposing firm, address, telephone number, name of contact person, email address and the date.

C. Qualifications and Experience

Provide a summary of the company's experience with similar developments.

Provide further evidence of your capacity to do the work, such as the number of units currently managed, number of staff, available crews to do maintenance work and/or a list of contractors you use (plumbing, heating, electrical, carpentry, etc.)

Provide a sample lease and a sample contract.

Provide 3 professional references evidencing management experience from similar developments.

D. Project Team

In this section proposers should present staff experience and organization of staff that will be working under this contract

E. Costs

Fill out and submit with your proposal the Cost Proposal form included with this Requests for Proposals as Attachment A.

F. Minority, Women and Small Business Enterprises Action Plan

NIDC strongly encourages use of Minority, Women and Small Business Enterprise (MWSBE) firms in the execution of the services under this contract. The goal is at least 25% of the project budget. Proposers should indicate if your firm is a certified MWSBE and how you will solicit MWSBE sub-contractors. More information about the MWSBE Program may be found at:

<http://city.milwaukee.gov/osbd>

G. Section 3 Business Participation- Section 3 Business Participation is also encouraged for this bid. Responding Vendors **must complete the attached Section 3 Business Certification Form.**

VI. EVALUATION CRITERIA

NIDC will use specific criteria for evaluating proposals to perform these services. The evaluation will assign points to each response in a number of categories which are discussed below:

- | | |
|--|----|
| • Price/cost proposal | 30 |
| • Qualifications and Experience | 30 |
| • Ability/capacity to perform the work as herein described | 15 |
| • Overall quality of the proposal | 15 |
| • Commitment to MWSBE participation | 10 |

NIDC reserves the right to ask for additional information and will meet with the top firm or firms. We intend to contract with a firm that best meets NIDC's needs, considering cost and overall ability to meet the above criteria

VII. DELIVERY

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFP Requirements) to Scott Stange. Questions must be sent in writing no later than **November 2, 2012**. Questions received after **November 2, 2012** will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet on the website referred to below in the form of an addendum to this RFP by **November 5, 2012**:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Proponents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFP, and all Proponents shall be bound by such, whether or not received by the Proponent.

An original and **three copies** of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., November 9, 2012**. Late submissions will not be accepted. The proposals must be submitted **along with the required Cost Proposal Form, Section 3 Business Certification Form, Affidavit of No Interest, and Non-Debarment Certification Form.**

Proposals should be mailed or delivered to:
Bid Desk
Department of City Development
809 N. Broadway, 2nd floor
Milwaukee, WI 53202-3617

Proposal to be clearly marked:

Official Notice #57394 – Rental Property Management Services - Woodlands

Please provide **one original and three copies** of your proposal, one to be signed with an original signature.

NIDC reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of NIDC.

General NIDC RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Redevelopment Authority of the City of Milwaukee, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Contractor as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Contractors shall be bound by such, whether or not received by the Contractor.

2. Receipt of Proposals

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no quote received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a quote not properly addressed and identified.

Contractors are cautioned to allow ample time for transmittal of quote by mail or otherwise. Contractors should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

3. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Contractor in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Contractor in preparing a quote for offer to NIDC confers no right of withdrawal or modification of the quote after such quote has been opened. In case of withdrawal of a quote by a Contractor, the Contractor will be disqualified thereby from submitting a second quote on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals

NIDC reserves the right to reject the quote of any Contractor who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

5. Award of Contract

The Contract Management Team will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the Contract Management Team intends to select a Contractor based on the proposals received, the Contract Management Team may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a quote will receive a written acknowledgment of their proposals. NIDC will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

NIDC and the Contractor will agree on a performance and payment schedule. The Contractor will submit to NIDC invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made only after review of the Contractor's work product and upon acceptance by the NIDC of the deliverables and services performed.

7. Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, NIDC shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Contractor under this contract shall, at the option of NIDC, become the property of the NIDC. Notwithstanding the above, the Contractor shall not be relieved of liability to NIDC for damages sustained by NIDC by virtue of any breach of the contract by the Contractor.

9. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, NIDC is exempt from Wisconsin Use and Sales Tax. Contractors, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Contractor. Contractors are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their quote.

9. Request for Proposals

This RFP is not an offer to buy and must not be assumed as such. However, in the event a quote results in contractual negotiations, the Contractor has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Contractor regarding the status of his response. However, NIDC reserves the right to enter into discussion with Contractors for purposes of clarification or further information.

10. Miscellaneous

NIDC reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that quote which in its judgment best meets its needs. NIDC will require an Affidavit of No Interest, which provides that no official or employee of NIDC, the Contract Management Team, and/or the Department of City Development has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity

The Contractor agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Contractor must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Indemnification

The Contractor agrees that it will indemnify, save and hold harmless NIDC and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the NIDC or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees or subcontractors.

NIDC shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Contractor or any of its agents, servants, employees or subcontractors, to the Contractor or its insurer and, upon such tender, it shall be the duty of the Contractor and its insurer to defend such claim or action without cost or expense to NIDC.

13. Slavery Disclosure

The successful Contractor will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

14. Ethics

It is the policy of the NIDC that contracts shall not be awarded to any Contractor team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

15. Wisconsin Public Records Law

Both parties understand that the NIDC is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist the NIDC in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the NIDC harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement

Attachment A COST PROPOSAL

Please fill in the proposed pricing for each item on the grid below. If some items are inapplicable because they are included in the Monthly Management Fee (or another item) please note that.

	Rental Properties (Occupied or Advertised)	Properties being rehabilitated or marketed for resale by NIDC (requires as needed snow/grass service and occasional board-up, rekey or minor maintenance)
Monthly Management Fee (provide pricing and list of services included in this price)		
Leasing Fees (provide price for any services associated with lease up, including advertising. List services included in this price)		
Maintenance Supervision Charge (provide pricing for maintenance supervision if applicable. Describe when this charge applies)		
Maintenance Charges (provide pricing for maintenance work performed by "in house" employees. If different rates apply for different types of work, please specify)		
Markup for Subcontracted Maintenance (if there will be an added mark-up for subcontracted maintenance work, please indicate the price)		
Property Clean-out Charges		
Dumping Fees		
Board-up Charges (cost per door or window opening boarded)		
Rekey Fees		
Mileage Charges / Office Expenses (list any proposed charges not included in any of the categories above)		

Attachment B

Neighborhood Improvement Development Corporation

Section 3 Business Certification

Section 3 Business Criteria: Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
2. Thirty percent or more of your permanent, full-time employees are Section 3 qualified persons.
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of (1) and (2) above.

Section 3 Person Criteria: A Section 3 qualified person must:

- 1.) Be a resident of Public or Indian Housing; **or**,
- 2.) Live in the Milwaukee Metropolitan Area (Milwaukee, Waukesha, Washington or Ozaukee Counties); **and**, earn no more than the following amounts:

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	\$39,850	\$45,550	\$51,250	\$56,900	\$61,500	\$65,050	\$70,600	\$75,150

Section 3 Statement: Please check the appropriate box below.

- My business is a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		
Telephone Number:		

Note: The Neighborhood Improvement Development Corporation (NIDC) may request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business. If you are found to have intentionally falsified any information on this report, you may be prohibited from bidding on future NIDC projects. If you have any questions about this form, please call your agency contact representative.

Attachment D

Non-Debarment Certification

The undersigned, being duly authorized to act on behalf of _____ (the “CONTRACTOR”), hereby certifies that neither the CONTRACTOR nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration’s List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The CONTRACTOR further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the CONTRACTOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

Signature/Authorized Official

Date

Title

Attachment E

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the NIDC Request for Proposal No. 57394 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to NIDC under a pledge of confidentiality. I would not have submitted this information had the NIDC not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: The NIDC, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

The NIDC will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable NIDC procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the NIDC, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The NIDC preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation becomes the property of the NIDC, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.