

**OFFICIAL NOTICE #57512
REQUEST FOR QUALIFICATIONS
COMMERCIAL BROKERAGE SERVICES ON BEHALF OF THE
DEPARTMENT OF CITY DEVELOPMENT**

The Department of City Development of the City of Milwaukee is seeking to retain the services of a qualified Commercial Brokerage Firm to obtain a qualified tenant for the City's ground floor commercial space at 1118 North 4th Street in the Highland Parking Garage.

The RFQ can be found on DCD's web site at the following link:

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

Questions regarding this Request for Qualifications (RFQ) should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the RFQ are due by **March 31, 2014**. Any additional information and/or clarification(s) regarding this RFQ will be posted in the form of an addendum by **April 2, 2014**. It is the responsibility of the Proposer, prior to submitting a proposal, to determine whether all addendums have been received and are included in the RFQ response.

Proposals are due April 8, 2014, by 11:00 a.m.

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**Department of City Development
809 N. Broadway
Milwaukee, Wisconsin 53202**

March 18, 2014

I. Introduction

The Department of City Development (DCD) in conjunction with the Department of Public Works (DPW) is seeking the services of licensed and qualified Commercial Brokerage Firm to secure a qualified tenant for the 8,400 SF ground-floor commercial space at 1118 North 4th Street in the City's Highland Parking Garage.

The City's expectations are described herein.

II. Scope of Services

- A. Perform basic brokerage services including:
- Adapt the City's listing sheet to your firm's format. The listing should emphasize daytime use of the space to complement Park East Corridor and other minimum requirements outlined in the City's listing sheet. Note: The City has no current asking rate. Rather, the City is flexible on the lease rate subject to the proposed use and quality of the tenancy.
 - List the space on Xceligent, Co-Star and LoopNet for lease. The listing may include an option for sale as a condominium unit will also be considered
 - Place firm's signage in the windows
 - Market the space to clients, prospects and other brokerage companies active in the downtown market.
 - Coordinate marketing efforts with the Downtown Business Improvement District and Westown Association
 - Coordinate showings with DPW staff
 - Qualify prospective tenants including compliance with City Buyer Policies
 - Present viable tenants and lease proposals to DCD for review (City will use its standard procedures to vet interested parties submitted to DCD staff by listing brokers)
 - Work with prospect through approval and lease execution
- B. Report to DCD on the first and third Monday of each month regarding your leasing efforts
- C. Sign a conflict of interest statement.
- D. Provide evidence of insurance to City requirements (Section III.D)

III. Project Requirements

A. Time Frame and Contract Format

Services for this listing agreement should begin as soon as a contract with selected Commercial Brokerage Firm can be executed. A contract will be entered into between the City and the selected Commercial Brokerage Firm based upon the scope of work defined. DCD reserves the right to negotiate the terms and conditions with the Commercial Brokerage Firm submitting the most responsive proposal. The initial term of the Contract will be six (6) months, or until the commercial space at the property is leased, whichever is sooner, with an option to renew for additional six (6)-month periods at the option of the City.

B. Coordination

A staff member from DCD will coordinate the project. For the purpose of efficiency, DCD requires that the assigned Commercial Brokerage Firm be accessible to both DCD and DPW on a regular and as needed basis. The Commercial Brokerage Firm and DCD will establish a regular communication format through which DCD and DPW can be kept abreast of the progress of items in the scope of services

C. Products

The Commercial Brokerage Firm shall provide services and deliverables as noted under the Scope of Services.

All results (including work in progress) from this contract will remain the property of DCD. DCD will have access to all other working papers or information stored on a computer or computer disk of the Commercial Brokerage Firm concerning this contract; the Commercial Brokerage Firm should check with the DCD prior to destroying any working papers or information stored on a computer or computer disk.

D. Insurance – City of Milwaukee Insurance requirements for this contract:

<u>Coverage</u>	<u>Amounts</u>
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence \$1,000,000 aggregate PD: \$500,000 per occurrence \$500,000 aggregate
Real Estate Errors and Omissions	\$1,000,000 per occurrence

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

IV. Proposal Submission Requirements and Selection Procedures

A. Proposal Contents

DCD wishes to engage a licensed Commercial Brokerage Firm with a proven track record of successfully leasing commercial space in the downtown Milwaukee market. Commercial sales experience is also desirable.

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.

DCD reserves the right to request additional clarifying information from prospective Consultants over and above that included in the proposal submissions.

1. Title Page -The title page should include - **Request for Qualifications #57512, Commercial Brokerage Firm Services on behalf of DCD**, and the name of the broker responding to the RFQ, firm with which the broker is affiliated, address, telephone number, name of contact person, e-mail address, FAX number, and date.

2. Documentation of Past Experience and Qualifications – Respond in writing to the following questions to document your experience and qualifications to list properties for rent.

Describe your firm’s commercial experience in downtown Milwaukee. Specifically provide:

- Firm history including length of time leasing space in the downtown market. You may also address commercial sales experience.
- Percentage of the firm’s business that involves commercial leasing in general and downtown leasing in particular.
- Number of commercial brokers associated with the firm and individual qualifications
- Client list for recent commercial listings
- List of downtown commercial leases that your firm secured during the past three years.
- Other facts that will help reviewers understand your qualifications to lease the ground-floor commercial space at 1118 North 4th Street.

Discuss your approach to identifying prospective tenants and developing marketing strategies for the City’s commercial space at 1118 North 4th Street.

Describe any unique approach that you would employ for the City’s space.

Submit the names and contact information of at least two references that are familiar with your brokerage experience.

3. Fee Proposal – Outline your proposed brokerage fee proposal. The fee will be paid over a three to five-year period corresponding to the lease term.

4. Samples of Work – Provide copies of marketing materials for current listings of similar commercial space. Describe signage that you would use at the property.

5. Small Business Enterprise (SBE) Participation - This proposal does not have a mandatory Small Business Enterprise Business (SBE) participation assigned. However, proposers may receive up to an additional 10 points for utilization of a City certified SBE firm in the brokerage activities. Proposals must specify how the SBE firm will provide a meaningful function within the contract: up to 10 points

For a listing of SBE firms certified by the City of Milwaukee go to the following link and click on the SBE Business Directory: <http://city.milwaukee.gov/osbd>

6. Local Business Enterprise - RFQs that are issued on or after August 10, 2009, include a Local Business Enterprise (LBE) incentive in accordance with Section 365 of the Milwaukee Code of Ordinances. Information regarding LBE can be found in the attached forms and at the following link:

It is your responsibility as a Proposer to familiarize yourself with this ordinance prior to submitting your RFQ.

<http://city.milwaukee.gov/BidInformation353/Local-Business-Enterprise-LBE-.htm>

B. Selection of Brokerage Firm

After screening proposals for responsiveness; DCD staff will evaluate proposals and assign points to each proposal based on the following criteria:

- Proponent's experience in leasing similar commercial space (a maximum of 25 points).
- Strength and creativity of the proposed marketing strategies (a maximum of 25 points).
- The quality of sample marketing materials provided with the proposal (a maximum of 10 points)
- Brokerage Fee Proposal (a maximum of 10 points)
- References (a maximum of 20 points)
- Commitment to SBE participation (a maximum of 10 points)

If a Local Business Enterprise (LBE) is a responsive and responsible Proposer, an additional number of points equal to 5% of the maximum number of points used in the evaluation of the RFQ shall be applied to the total score attained by the LBE.

C. Questions & Submission Deadline

All questions and communication regarding this RFQ process and scope of services should be submitted in writing via e-mail (See #1 of General RFQ Requirements) to Scott Stange **no later than March 31, 2014**. Questions received after **March 31, 2014** will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the website referred to below in the form of an addendum to this RFQ by **April 2, 2014**:

<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 RFQ, and all Proponents shall be bound by such, whether or not received by the Proponent

One original and 3 (three) copies of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., April 8, 2014**. The proposals must be submitted **along with the required Affidavit of No Interest**. Late submissions will not be accepted.

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 #57512 - Commercial Brokerage Firm Services on behalf of DCD**

V. General DCD RFQ Requirements

1. Interpretations of RFQ

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, by email to sstang@milwaukee.gov. No oral interpretations will be made to any Firm as to the meaning of the RFQ requirements. All interpretations will be posted and answered on the website identified above. You are solely responsible for keeping abreast of the addenda as they are posted on the website. All such addenda shall become a part of the RFQ, and all Firms shall be bound by such, whether or not received by the Firm.

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 proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Firms are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Firms 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 Firm in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Firm in preparing a proposal for offer to DCD confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Firm, the Firm will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals

DCD reserves the right to reject the proposal of any Firm 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

DCD Staff will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFQ. While the Contract Management Team intends to select a Firm 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 proposal will receive a written acknowledgment of their proposals. DCD will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

DCD and the Firm will agree on a performance and payment schedule. The Firm will submit to DCD invoices itemizing the services performed and cost incurred since the last request for

payment. Payment will be made after review of the Firm's work product and upon acceptance by DCD of the services performed.

7. Termination of Contract for Cause

If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, DCD shall thereupon have the right to terminate this contract by giving written notice to the Firm 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 Firm under this contract shall, at the option of the DCD, become the property of DCD. Notwithstanding the above, the Firm shall not be relieved of liability to DCD for damages sustained by DCD by virtue of any breach of the contract by the Firm.

8. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the City of Milwaukee is exempt from Wisconsin Use and Sales Tax. Agencies, 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 Firm. Agencies are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

9. Request for Proposal

This RFQ is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Firm 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 Firm regarding the status of his response. However, DCD reserves the right to enter into discussion with Agencies for purposes of clarification or further information.

10. Miscellaneous

DCD 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 proposal which in its judgment best meets its needs. DCD will require an Affidavit of No Interest, which provides that no official or employee of DCD, the Contract Management Team, and/or the City of Milwaukee has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity

The Firm 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 RFQ. Firm 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 Firm agrees that it will indemnify, save and hold harmless DCD 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 DCD 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 Firm or any of its agents, servants, employees or subcontractors.

DCD 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 Firm or any of its agents, servants, employees or subcontractors, to the Firm or its insurer and, upon such tender, it shall be the duty of the Firm and its insurer to defend such claim or action without cost or expense to DCD.

13. Slavery Disclosure

The successful Firm 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 Department of City Development, that contracts shall not be awarded to any Firm 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 City of Milwaukee 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 Firm acknowledges that it is obligated to assist DCD 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 Firm must defend and hold DCD 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 B

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the DCD Request for Qualifications No. 57512 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 DCD under a pledge of confidentiality. I would not have submitted this information had the DCD 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 DCD, 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 DCD 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 DCD 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 DCD, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The DCD 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 DCD, Purchasing Division.

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



**DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION**

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
BUSINESS PROPERTY LOCATION FORM**

Important Note: This form must be submitted with your bid to be considered for LBE status.

Bid / RFP # _____

Property Location 1

Name:	
Address:	
City, State, Zip	

Property Location 2

Name:	
Address:	
City, State, Zip	

Property Location 3

Name:	
Address:	
City, State, Zip	

Property Location 4

Name:	
Address:	
City, State, Zip	

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:

200 E. WELLS STREET, ROOM 601
MILWAUKEE, WISCONSIN 53202
OR FAX TO 414-286-5976



**DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION**

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
AFFIDAVIT OF COMPLIANCE**

IMPORTANT: This form must be submitted with your bid to be considered for LBE status.

Bid/RFP #: _____

Company Name: _____

Address: _____

City, State, Zip _____

This affidavit of compliance will be the contractor's sworn statement that the business meets the following criteria:

- The business owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
- A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
- Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
- The business has owned or leased real property within the geographical boundaries of the City of Milwaukee *and* the business has been doing business in the City of Milwaukee for at least one (1) year.
- The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
- The business will perform at least 10% of the monetary value of the work required under the contract.

NOTE: If you are the primary owner of more than one business location and the other business location(s) is not located within the geographical boundaries of the City of Milwaukee, the business you are seeking to qualify as a Local Business Enterprise must serve as the primary functionally operational entity that is capable of providing the required services, commodities, or supplies for the purposes of this Bid/RFP. If you own more than one business, please list the name of the business(es) and their addresses on the "Business Property Location" form.

SITE VISITS: Please note the contractor agrees to allow the City to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City's bidding process.

I hereby declare compliance with the City of Milwaukee Code of Ordinances Chapter 365.

Authorized Signature: _____

Printed Name: _____

Date: _____

NOTARIZATION

Subscribed to before me on this _____ day of _____ in the year _____, at
_____ County, _____ State.

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____ My commission expires: _____

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:
200 E. WELLS STREET, ROOM 601
MILWAUKEE, WISCONSIN 53202
OR FAX TO 414-286-5976