

OFFICIAL NOTICE #57522

APPRAISAL SERVICES

The Neighborhood Improvement Development Corporation (NIDC) is seeking the services of a qualified appraiser(s) or appraisal firm to provide appraisal services on behalf of NIDC and the Milwaukee Neighborhood Reclamation Company LLC (MNRC).

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 the Contract Compliance Officer, Scott Stange, in writing via email at sstang@milwaukee.gov or to the Neighborhood Improvement Development Corporation, Attn: Scott Stange, 809 N. Broadway, 3rd floor, Milwaukee, Wisconsin 53202.

Proposals are due June 3, 2014 by 11:00 a.m.

May 11, 2014

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

The Neighborhood Improvement Development Corporation (NIDC) is seeking the services of a qualified appraiser(s) or appraisal firm to provide appraisal services on behalf of NIDC and the Milwaukee Neighborhood Reclamation Company LLC (MNRC).

I. Background

The Neighborhood Improvement Development Corporation (NIDC) and its affiliate Milwaukee Neighborhood Reclamation Company LLC (MNRC) carry activities which include the acquisition and rehabilitation of foreclosed homes for sale to owner occupant buyers. These activities may be funded by a variety of funding sources, including federal Neighborhood Stabilization Program (NSP) funds allocated to the City under the Housing and Economic Recovery Act (HERA) and the American Recovery and Investment Act (ARRA).

The purpose of NSP funds and NIDC's complementary neighborhood revitalization strategies is to stabilize communities and neighborhoods impacted by foreclosure. One of the eligible uses of NSP funding is to acquire and rehabilitate foreclosed properties that might otherwise become sources of abandonment and blight within the community.

To carry out these activities, NIDC and MNRC may engage in selective acquisition of a limited number foreclosed properties over the next 24 months (<10 properties). (Should additional funding be made available to the City, the contract with the vendor may be extended to the time frame of the additional funds accordingly.)

Under NSP, foreclosed properties must be acquired at a 1% discount from current appraised value. MNRC and NIDC are seeking appraisers to appraise vacant, foreclosed properties targeted for acquisition to ensure compliance with the NSP appraisal discount requirements. Properties will generally be appraised in the "as is" condition. In some cases, the appraiser will be provided a rehabilitation scope of work and be asked to provide a "subject to completion" valuation as well.

NIDC will also utilize the services of the selected appraiser(s) to provide appraisals for properties which have been fully rehabilitated through the NSP or other programs and are ready for sale in order to determine current market value. It is anticipated that NIDC will require the appraisal of approximately five "for sale" properties per year over the next 24 months.

II. Scope of Services

The MNRC and NIDC are seeking the services of one or more experienced appraisers (or appraisal firms) licensed in the State of Wisconsin to:

A. Provide Appraisal Services for foreclosed and vacant properties and rehabilitated properties preparing to be listed for sale.

The appraiser will:

- Carry out "as is" appraisals of vacant, foreclosed single family, and two to four unit properties.
- In limited cases, utilize a rehabilitation scope of work to provide a "subject to completion" value in addition to an "as is" value.

- Carry out appraisals of homes which have been fully rehabilitated through the NSP or other programs.
- Complete all appraisals within fourteen (14) days of receipt of appraisal orders.

It is expected that the MNRC/NIDC may require up to 15 property appraisals per year during the period of the contract.

III. Project Requirements

A. Time Frame - Services for this project should begin as soon as a contract with the Appraiser(s) or Appraisal firm(s) can be executed. Work will be on an as needed, as requested, basis.

B. Coordination - A staff member from NIDC will coordinate the project. For the purpose of efficiency, NIDC/MNRC requires that the assigned Appraiser(s) be accessible to NIDC/MNRC on a regular and as needed basis. The Appraiser(s) and NIDC/MNRC will establish a regular communication format through which NIDC/MNRC can be kept abreast of the progress of items in the scope of services

C. Products - The Appraiser(s) 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 NIDC/MNRC. NIDC/MNRC will have access to all other working papers or information stored on a computer or computer disk of the Appraiser(s) or Appraisal Firm(s) concerning this contract; the Appraiser(s) or Appraisal Firm(s) should check with the NIDC/MNRC prior to destroying any working papers or information stored on a computer or computer disk.

The successful vendor shall provide appraisal services which meet the Uniform Relocation Act (URA) definition of an appraisal (see 49 CFR 24.2(a)(3) and the five following requirements (see 49 CFR 24.103(a)(2)):

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
2. All relevant and reliable approaches to value. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
3. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
5. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

Acquisitions financed with NSP grant funds are subject to the URA, its implementing regulations at 49 CFR Part 24, and the requirements set forth in the NSP Notice that was published in the Federal Register on October 6, 2008.

The following guidance on appraisals pertains to acquisitions of foreclosed upon homes and residential properties which meet the applicable voluntary acquisition requirements of 49 CFR 24.101(b) and reflects applicable URA requirements and the NSP requirements, including the URA appraisal requirements of 49 CFR 24.103.

As stated in PART B, local supplemental guidance compiled from the URA - 49 CFR Part 24 and HUD Handbook 1378, relevant to NSP for appraisals and voluntary sales: Appraisals shall be the most appropriate combination, or single method, to determine the highest, best use of the site. The three approaches are: Cost, income and/or sales approach. Most of what your appraisers will rely on is the market "sales" approach. In-house staff must be qualified, out of house must also be licensed. Persons performing appraisals of NSP funded acquisitions of "foreclosed upon" properties must meet the appraisal qualifications of the Uniform Act (49 CFR 24.103(d)). All persons performing such valuations must be qualified to perform an appraisal, even if they are on staff.

D. Insurance - Current evidence of insurance as follows:

<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
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

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

NIDC/MNRC reserves the right to request additional clarifying information from prospective Appraisers over and above that included in the proposal submissions.

E. Contract Format - A contract will be entered into between NIDC/MNRC and the selected Appraiser(s) / Appraisal Firm(s) based upon the scope of work defined. NIDC/MNRC reserves the right to negotiate the terms, conditions, and price with the agent(s) submitting the most responsive proposals. NIDC/MNRC may select one or more vendors to provide the required services. The initial term of the contract will be for 24 months. Pending funding and additional appraisal needs, the contract may be extended for one additional one-year term, upon mutual consent of both parties.

IV. Proposal Submission Requirements and Selection Procedures

A. Proposal Contents - 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.

NIDC / MNRC wish to partner with an experienced, licensed appraiser with a proven track record of appraising residential property in Milwaukee's central city neighborhoods.

1. Title Page

The title page should include - **Request for Proposal # 57522, Appraisal Services** , and the name of the firm, address, telephone number, name of contact person, e-mail address, FAX number, and date.

2. Letter of Transmittal

The letter of transmittal should concisely describe the Appraiser's / Appraisal Firm's understanding of the work to be performed. Specifically, describe the approach to carry out the services as:

- Providing "as is" and "subject to completion" appraisals for 1-4 unit properties.
- Providing appraisals for multi-family (more than four unit) properties.

3. Documentation of Past Experience and Qualifications

Explain the experience and qualifications pertaining to this project to include:

- Description of experience providing appraisals of foreclosed and rehabilitated residential properties in Milwaukee's central city neighborhoods. Describe the number of years of experience, number of clients served, etc. for the appraiser(s) who will be assigned to this project.
- Description of experience providing appraisals of multi-family residential properties in Milwaukee's central city neighborhoods. Describe the number of years of experience, number of clients served, etc. for the appraiser(s) who will be assigned to this project. Provide three examples of appraisals completed within the last year for properties located in the City of Milwaukee. Provide one example of an appraisal of a foreclosed property, one example of a fully rehabilitated property, and one example of a multi-family property.
- Any other unique qualifications, such as knowledge of City of Milwaukee neighborhoods, experience with foreclosed properties, and familiarity with rehabilitation costs.
- Submit the names and contact information of at least two references that are familiar with your ability to carry out the services you are proposing to provide.
- Submit copies of State of Wisconsin Certified Residential Appraiser licenses of those appraisers that would be providing the services herein.

4. Compensation

The successful Agent shall be expected to honor the cost proposal identified in their proposal for the duration of the contract, unless modified by mutual agreement in writing.

The Agent should provide a cost estimate for each role listed in the RFP's Scope of Services, per the following:

“As is” appraisal for a single family home:

“As is” and “subject to completion” appraisal for a single family home:

“As is” appraisal for properties with 2-4 units:

“As is” and “subject to completion” appraisal for properties with 2-4 units:

5. Small Business Enterprise (SBE) and Section 3 Business Participation

Responding vendors are encouraged to maximize the meaningful participation of SBEs. SBE's must be certified by the City of Milwaukee. 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>

Section 3 Business Participation is also encouraged for this proposal. **Responding Vendors must complete the Section 3 Business Certification Form, Attachment C.**

B. Selection of Consultant

After screening proposals for responsiveness; the NIDC/MNRC Staff will evaluate proposals and assign points to each proposal based on the following criteria:

- Your qualifications to perform the work described in the Scope of Services and experience in completing appraisals of residential property, including foreclosed property, in the neighborhoods which comprise the City's NSP program area. (a maximum of 40 points).
- The proposed cost for the services you propose to provide (a maximum of 40 points).
- Thoroughness of your overall proposal and overall responsiveness to this RFP (a maximum of 10 points).
- Commitment to SBE and/or Section 3 participation (a maximum of 10 points).

Please Note, NIDC/MNRC will not consider proposals from organizations and/or individuals who:

- Are debarred by the US Department of Housing and Urban Development
- Have a history of housing code violations or delinquent property taxes
- Have had a property acquired by the City through tax foreclosure within the past 5 years
- Have an outstanding judgment from the City
- Have been convicted of a crime that causes concern with respect to neighborhood stability, health, safety, or welfare.

C. Submission Deadline

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 May 27, 2014**. Questions raised after **May 27, 2014**, will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet at <http://city.milwaukee.gov/Projects/RequestsforProposals.htm> in the form of an addendum to this RFP by **May 28, 2014**.

An original and three (3) copies of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., June 3, 2014**. The proposals must be submitted **along with the required Affidavit of No Interest, Debarment Certification, and Section 3 Business Certification Form.** 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 #57522 Appraisal Services**

General MNRC (NIDC) RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, by email to sstang@milwaukee.gov. No oral interpretations will be made to any Consultant(s) 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 Consultant(s) shall be bound by such, whether or not received by the Consultant (s).

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.

Consultants are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Consultants 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 Consultant(s) in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Consultant (s) in preparing a proposal for offer to MNRC/NIDC 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 Consultant (s), Consultant (s) 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

MNRC/NIDC reserves the right to reject the proposal of any Consultant (s) 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 (as described in the Scope of Services under Task 1, Project Initiation) 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 Consultant (s) 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. The MNRC/NIDC will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

The MNRC/NIDC and the Consultant (s) will agree on a performance and payment schedule. The Consultant (s) will submit to the MNRC/NIDC invoices itemizing the services performed and cost incurred since the last request for payment, as well as documentation acceptable to MNRC/NIDC which indicates the number of hours worked by employees of the vendor in order to comply with the job reporting requirements of the American Recovery and Reinvestment Act. Payment will be made after review of the Consultant (s)'s work product and upon acceptance by the MNRC/NIDC of the services performed.

7. Termination of Contract for Cause

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

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. Consultant (s), 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 Consultant(s). Consultant(s) 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 RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant (s) 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 Consultant (s) regarding the status of his response. However, the MNRC/NIDC reserves the right to enter into discussion Consultant (s) for purposes of clarification or further information.

10. Miscellaneous

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

11. Equal Employment Opportunity

The Consultant (s) 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. Consultant (s) 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 Consultant (s) agrees that it will indemnify, save and hold harmless the MNRC /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 MNRC/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 Consultant (s) or any of its agents, servants, employees or subcontractors.

MNRC/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 Consultant(s) or any of its agents, servants, employees or subcontractors, to the Consultant (s) or its insurer and, upon such tender, it shall be the duty of the Consultant (s) and its insurer to defend such claim or action without cost or expense to MNRC/NIDC.

13. Slavery Disclosure

The successful Consultant (s) 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, Redevelopment Authority, MNRC (NIDC), that contracts shall not be awarded to any Consultant (s) 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 MNRC/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 MNRC/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 MNRC/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 B

The undersigned, being duly authorized to act on behalf of _____ (the "Consultant"), hereby certifies that neither the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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

City of Milwaukee – Neighborhood Stabilization Program (NSP)

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 City of Milwaukee or 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 City of Milwaukee or NIDC projects.

If you have any questions about this form, please call your agency contact representative.