Official Notice #57466

Request for Proposals:
City Owned Tax Foreclosures
Home Ownership Initiative Counselor Services

The Department of City Development (DCD) is requesting proposals (RFP) from qualified HUD Certified Homebuyer Counseling Agencies ("Agencies") to provide homeownership counseling services for homeownership initiatives involving City tax foreclosed properties.

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 September 25, 2013.** Any additional information and/or clarification(s) regarding this RFP will be posted in the form of an **addendum by September 27, 2013**. 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 October 4, 2013, by 11:00 a.m.

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DEPARTMENT OF CITY DEVELOPMENT
OF THE CITY OF MILWAUKEE
809 N. Broadway
Milwaukee, Wisconsin 53202

September 10, 2013

I. **BACKGROUND:** CITY OWNED TAX FORECLOSED HOMES AND DISPOSITION FOR SUSTAINABLE HOMEOWNERSHIP

The City currently owns over 1,200 residential tax foreclosed properties - compared to less than 150 properties in its inventory five years ago. Increases in tax foreclosures have followed bank foreclosures, as the City is dealing with a "second generation" of foreclosed properties, many which were subject to a foreclosure action in the recent past.

As the agency responsible for the management and sale of City owned tax foreclosed properties, the Department of City Development ("DCD") has employed multiple strategies to insure the responsible disposition of tax foreclosed properties. In its current efforts, DCD prioritizes the sale of City owned tax foreclosed properties for sustainable homeownership. DCD offers owner occupant purchasers the "first look" at its inventory, links prospective homebuyers with Neighborhood Stabilization Program and other purchase and rehabilitation resources and works with tenants in occupied City owned tax foreclosures who are interested in purchasing the homes in which they reside.

With the rising number of tax foreclosed properties coming into the City's inventory, the City is working to increase the number of property sales to owner occupants through new programs and the expansion of existing efforts.

II. **SCOPE OF WORK**

DCD is soliciting proposals from qualified HUD Certified Homebuyer Counseling Agencies ("Agencies") to provide homeownership counseling services for homeownership initiatives involving City tax foreclosed properties. This includes implementing a new "Lease to Own" program for existing tenants residing in City owned tax foreclosures, as well as expanding the number of tax foreclosed homes that are being purchased by owner occupants. A description of the Lease to Own program is attached to this Request for Proposals.

Specifically, the City tax foreclosure homeownership initiative counselor will:

Lease to Own Program

- Pre-qualify existing tenants in City tax foreclosed properties to determine their eligibility for the Lease to Own program.
- Conduct informational sessions to inform and educate tenants on the program.
- Prepare individual homeownership plans for tenants to prepare them for homeownership during the 24 month lease/option period. These may include actions to repair credit, learn basic home maintenance skills, establish a household budget, understand the responsibilities of homeownership, etc.

- Maintain regular contact with lease/option program participants to insure they are meeting the milestones/objectives in their homeownership plan and provide direction and counseling as necessary.
- Evaluate the tenants' readiness for homeownership at the end of the lease/option period.
-

Homeownership Purchase

- Conduct general information sessions on the opportunities for homeownership through the purchase of a City owned tax foreclosed property.
- Prescreen interested individuals for readiness for purchase.
- Make the appropriate referrals to counseling and/or resources available for the purchase of City owned properties for homeownership.

III. PROJECT REQUIREMENTS

A. Contract

The contract will begin upon the Agency'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, depending on results and the availability of funding. Depending on the quality of submittals and capacity, DCD reserves the right to award more than one contract for these services. DCD reserves the right to terminate any Contract awarded under this RFP at any time if performance fails to meet the terms and conditions outlined in this Request for Proposals and in the Contract.

B. Coordination

A staff member from DCD will coordinate the project. Given the close coordination that will be required between DCD real estate staff, the Agency's representative assigned to the lease/option program and other DCD program staff, DCD prefers that the Agency counselor assigned to the program be physically stationed at DCD for the majority of the work week. The Agency also will be required to submit monthly activity reports to DCD in a format prescribed by DCD and must agree to respond within reasonable timeframes to requests for information.

C. Products

The Agency 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 DCD. DCD will have access to all other working papers or information stored on a computer or computer disk of the Agency concerning this contract; the Agency should check with the DCD (City) prior to destroying any working papers.

D. Homeownership Initiative Counselor n a Private Contractor

The homeownership counselor(s) assigned to the initiative will not be an employee of DCD. Compensation will be strictly on the basis of an agreed-upon fee structure. A contract between DCD and the Agency ("Contract") will specify the terms and conditions of each party's responsibility.

E. Americans with Disabilities Act

The City 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.

F. 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

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

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

IV. 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. 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, in less than one page, the proposer's understanding of the work to be performed, and the ability of the firm to perform the work.

B. Title Page

The title page should include "Request for Proposals, Department of City Development City Owned Tax Foreclosures Home Ownership Initiative Counselor" the name of the proposing agency, address, telephone number, name of contact person, email address and the date.

C. Qualifications and Experience

Proposers should describe their homebuying counseling experience, including specific experience in counseling individuals purchasing foreclosed properties for homeownership. Include any unique experience and skills that should be considered in evaluation of your proposal. Indicate the staff that will be assigned to the program, and include information on their personal qualifications. If the proposer will be hiring new staff to provide services for this position, indicate so.

Proposers are also required to submit the following documents:

- A photocopy of your certificate of insurance
- Three professional references
- HUD Certification as a Homebuyer Counseling Agency

D. Costs

Provide a budget for services under the proposal. Assume sufficient workload for a counselor working a 40 hour work week. In your budget, indicate the per hour costs for the staff assigned to the initiative, as well as detail any other costs associated with administering the services under this contract.

E. 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 their contract. 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

Proposers **must complete and submit with their proposal** Form A, as referenced in the Table of Contents (Attachment A).

F. Local Business Enterprise

RFPs that are issued on or after August 10, 2009, include a Local Business Enterprise (LBE) bid incentive in accordance with Chapter 365 of the Milwaukee code of

ordinances. Please note that the LBE criteria has been revised, effective December 18, 2009, information regarding the LBE incentive and revised criteria can be found by accessing the city's web site: http://www.milwaukee.gov , click the departments link, click the Procurement Services (purchasing) link under Business and Development category, click the Bid Information link (see also attached forms).

It is your responsibility as a Proposer to familiarize yourself with this ordinance prior to submitting your bid. Local Business Enterprise means a business which satisfies all of the following criteria:

1. Owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish compliance 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.

2. Has owned or leased real property and has been doing business within the geographical boundaries of the City of Milwaukee for at least one year.

3. Is not delinquent in the payment of any local taxes, charges or fees, or has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement

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

V. EVALUATION CRITERIA

DCD 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	30
• Overall quality of the proposal	20
• Small Business Enterprise participation	10

DCD retains the right to request additional information from the most qualified Proposer(s).

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 RFP shall be applied to the total score attained by the LBE.

VI. 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 **September 25, 2013.** Questions received after **September 25, 2013,** 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 website referenced on the front page of this RFP in the form of an addendum to this RFP by **September 27, 2013**.

An original and three copies of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., October 4, 2013**. 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 #57466 – City Owned Tax Foreclosure Home Ownership Initiative Counselor**

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

DCD 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 DCD.

VII. General RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Agency 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 Agencies shall be bound by such, whether or not received by the Agency.

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.

Agencies are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Agencies 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 Agency in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Agency 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 Agency, the Agency 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 Agency 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 RFP. While the Contract Management Team intends to select a Agency 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 Agency will agree on a performance and payment schedule. The Agency 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 Agency's work product and upon acceptance by DCD of the services performed.

7. Termination of Contract for Cause

If, through any cause, the Agency shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Agency 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 Agency 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 Agency under this contract shall, at the option of the DCD, become the property of DCD. Notwithstanding the above, the Agency shall not be relieved of liability to DCD for damages sustained by DCD by virtue of any breach of the contract by the Agency.

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

13. Slavery Disclosure
The successful Agency 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 Agency 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 Agency 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 Agency 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.

Lease to Own Program

City of Milwaukee
Tenant Transition to Ownership Project (T_3OP)

Background

On average, approximately one-third of the tax-foreclosed properties owned by the City of Milwaukee are occupied by tenants who lived in the house at the time their landlords lost their properties to tax foreclosure. Some of these tenants may have the desire and financial ability to purchase the property in which they reside. Currently, if such tenants are interested in home ownership, staff refer them to local home buyer counseling agencies for home ownership preparation activities. The lease-to-own pipeline currently includes approximately 50 tenants.

The Tenant Transition to Ownership Project (T_3OP) significantly expands City efforts to encourage tenants of tax-foreclosed properties to buy their homes. The program will identify and work intensively with qualified tenants to help them to become long-term, sustainable home owners. The proposed strategy ensures that both the tenant and the property are positioned for a successful transition to home ownership.

Program goal
Enroll 30 tenants of tax-foreclosed property in lease-option program annually. Beginning in 2015, transfer ownership of up to 30 properties per year to tenants. (Transfer of property lags enrollment in lease-option program because tenants participate in a 24-month period of preparation for ownership.)

Program design

The key ingredients of the program:

1) A 24-month period of tenant preparation for home ownership, under the guidance of a local home ownership counseling agency under contract to the Department of City Development.
2) Investment of public funds (up to $20,000 per property) to make essential repairs to the property occupied by the tenant, under the guidance of a technical specialist employed by the Department of City Development.
3) Transfer of the repaired property to the tenant for $1.00 at the conclusion of the tenant preparation period.

<u>Tenant qualification</u>
To qualify, tenants must have the ability to pay at least $500/month rent to the City of Milwaukee and be in full compliance with their lease. Prior to entering the program, lease-option candidates also must pass the customary background checks required for all buyers of tax-foreclosed property. A documented pattern of behaviors that raise questions about a tenant's suitability to be a good neighbor will disqualify an applicant for the program.

Because CDBG funds are used in the program, tenants must qualify as CDBG beneficiaries.

<u>Property qualifications</u>
Major home repair expenses can threaten continued home ownership for new low- and moderate-income owner-occupants. T_3OP will reduce the odds of such expenses for buyers by investing City funds to cover the costs of essential repairs before the new owner takes title to the property.

The Department of Neighborhood Services currently prepares scopes of work for all habitable tax-foreclosed property, indicating the repair work that must be done to bring the property into compliance

with the City's building maintenance code and estimating the cost of doing so. The DNS scope will be used to determine whether tenants are living in houses that require less than $20,000 worth of repairs. Tenants living in houses requiring more than $20,000 will not be eligible to participate in T_3OP. The cost of required lead abatement does not count toward the $20,000 limit for houses in which young children reside.

Tenant obligations during the home ownership preparation period

To complete the program and purchase the property for $1.00, enrolled tenants must successfully complete the following requirements:

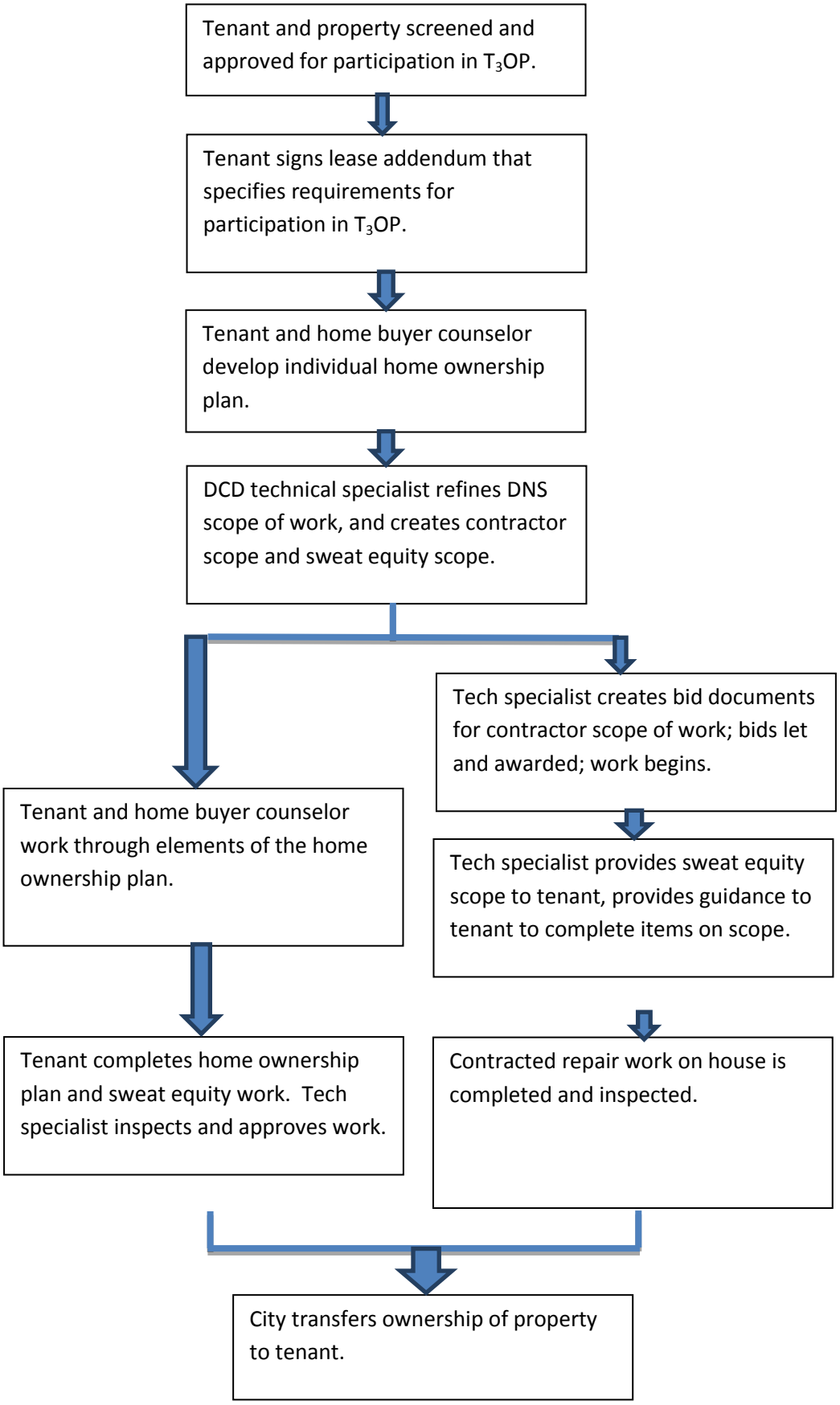
1) Maintain monthly rent payments to the City of Milwaukee of at least $500.
2) Under the guidance of the contracted home buyer counseling agency, successfully complete elements of an individual home ownership plan that delineates actions the tenant must undertake to prepare for the responsibilities of home ownership. These may include actions to repair credit, learn basic home maintenance skills, establish a household budget, etc. Staff from the home buyer counseling agency will maintain frequent contact with the tenant; tenants who do not continue to progress on elements of the home ownership plan will be dropped from T_3OP.
3) Successfully handle ongoing property maintenance activities including snow removal, grass cutting, and other normal tenant responsibilities.
4) Pay all utility bills associated with occupancy of the property (gas, electric, water).
5) Complete "sweat equity" repair work identified by DCD's technical specialist, such as interior painting.
6) Enter into a "good neighbor commitment" that encompasses standards of behavior conducive to neighborhood health and encourages participation in a block club or other neighborhood association.
7) If the property to be acquired is a duplex, and the participant plans to rent out the second unit upon ownership, complete the City of Milwaukee's landlord training class.

City obligations during the homeownership preparation period

To prepare the property for sustainable home ownership, the City will invest in essential property repairs and provide support to the tenant during the 24-month home ownership preparation process.

1) Enter into a T_3OP lease addendum with the tenant that specifies the obligations of City and Tenant related to T_3OP.
2) Assign a home buyer counselor to the tenant.
3) Identify essential repairs to the property. Essential repairs are those necessary to bring the property into compliance with the City's building maintenance code, and also repairs required to minimize the likelihood of a major repair post-closing, such as new furnace, new hot water heater, new roof, etc. A DCD technical specialist will divide these into two scopes of work: one specifying work to be done by contractors, and the other specifying "sweat equity" items to be performed by tenants during the home ownership tenant preparation period. The technical specialist will oversee contracting and performance of major repairs, and will provide guidance to the tenant, if needed, as the tenant completes work items on the sweat equity scope.
4) Conduct basic home maintenance classes for tenants enrolled in T_3OP.

T_3OP Step-by-Step



ATTACHMENT A

CITY OF MILWAUKEE
OFFICE OF SMALL BUSINESS DEVELOPMENT
FORM A - CONTRACTOR COMPLIANCE PLAN

This compliance plan must be completed in its entirety and is a **required** submission with an Invitation to Bid or a Request for Proposal regardless of SBE participation or the lack thereof.

I. GENERAL INFORMATION (REQUIRED)

BID # _____ SBE Participation: _____% Total Dollar Amount: $_____

BID Description: _____

_____

_____

II. PRIME CONTRACTOR INFORMATION (REQUIRED)

Contractor Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Print Name: _____ Title: _____

City of Milwaukee SBE Certification: _____ Yes _____No

III. ACKNOWLEDGEMENT (REQUIRED)

I certify that the information included in this Compliance Plan is true and complete to the best of my knowledge. I further understand and agree that this compliance plan is a condition of my Bid/RFP responsiveness. Failure to submit this form and/or meet the specified M/W/SBE requirements may render the Bid/RFP unresponsive.

Name of Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

FOR STAFF USE ONLY

Reviewed by OSBD Staff: _____ Date: _____

City of Milwaukee
Office of Small Business Development
Contractor Compliance Plan

List all subcontractor information in its entirety. Only SBE firms certified through the City Of Milwaukee Office of Small Business Development will be counted towards specified SBE requirements. Individual subcontractor SBE percentages should equal the overall participation as listed on Page 1. Please visit the OSBD website www.milwaukee.gov/osbd for a complete list of certified firms.

IV. Subcontractor Information

Subcontractor Name: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

Work performed / Materials supplied: _____

City of Milwaukee SBE Certification ___ Yes ___No

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: $_____ Percentage of contract: _____%

Subcontractor Name: _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Owner/Representative Signature: _____ Date: _____

Work performed / Materials supplied: _____

City of Milwaukee SBE Certification ___ Yes ___No

Please identify the proposed award amount and percentage of the contract the subcontractor will fulfill (if applicable).

Proposed Award: $_____ Percentage of contract: _____%

Please duplicate as needed to provide additional subcontractor information

Department of Administration - Business Operations Division
Office of Small Business Development
City Hall, Room 606
200 East Wells Street
Milwaukee, WI 53202
Information Line: 414-286-5553 Fax: 286-8752
www.milwaukee.gov/osbd

Updated: February 25, 2013

ATTACHMENT B

AFFIDAVIT OF NO INTEREST

STATE OF WISCONSIN]
] SS
MILWAUKEE COUNTY]

_____, being first duly sworn, on oath deposes and says that he/she is the agent of the _____, Consultant, for the attached submission for Official Notice No. #57466, Request for Proposals, Home Ownership Initiative Counselor Services.

Affiant further deposes and says that no officer, official or employee of the Department of City development of the City of Milwaukee, has or will receive anything of value in connection with the issuance of an agreement ensuing from this RFP

_____
(Signature)

Subscribed and sworn to before me
this ___ day of _____, 20___.

_____
Notary Public, Milwaukee County, Wis.
My commission expires _____.

ATTACHMENT C

Non-Debarment Form

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.

The Contractor certifies that throughout the term of this Agreement, neither the Contractor nor any of its principals are, or will be, 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), 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. The Contractor further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal general Services Administration's Excluded Parties List System (EPLS) at http://epls.arnet.gov."

_____ _____

Signature/Authorized Official Date

_____

Title

Attachment D

DEPARTMENT OF CITY DEVELOPMENT OF THE CITY OF MILWAUKEE

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 Department of City Development (DCD) 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 DCD projects. If you have any questions about this form, please call your agency contact representative.

ATTACHMENT E

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to DCD's Request for Proposals No. 57466 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. 1 would not have submitted this information had DCD not pledged to keep it confidential* and request that the following pages not be released:

Section	Page	Topic

*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: 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.

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 DCD, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

DCD's 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.

Rev. 8/09

ATTACHMENT F

DEPARTMENT OF ADMISTRATION
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

Revised: December 17, 2009

DEPARTMENT OF ADMISTRATION
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