

**OFFICIAL NOTICE #57670  
REQUEST FOR QUALIFICATIONS**

**TITLE SEARCH, REPORT AND CLOSING SERVICES**

The Department of City Development (DCD) is requesting responses to this Request for Qualifications (RFQ) from qualified firms that have the capacity and proven experience to provide title search, report and closing services for both residential and commercial properties for DCD.

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

<http://city.milwaukee.gov/DCD/RFPs>

Questions regarding this RFQ should be addressed to Scott Stange in writing via email at: [sstang@milwaukee.gov](mailto:sstang@milwaukee.gov). The deadline for questions regarding the RFQ is **4:45 p.m. on October 19, 2016**. Any additional information and/or clarification(s) regarding this RFQ will be posted on the above referenced website in the form of an addendum to this RFQ **October 20, 2016**.

**Proposals are due October 27, 2016, by 11:00 a.m.**

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- A. Affidavit of No Interest (**must be completed and attached to your proposal**)
- B. Non-Debarment Form (**must be completed and attached to your proposal**)
- C. Designation of Confidential and Proprietary Information Form
- D. Local Business Enterprise forms

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

October 6, 2016

## **I. Summary**

The Department of City Development (DCD) is requesting responses to this Request for Qualifications (RFQ) from qualified firms that have the capacity and proven experience to provide title search and report services for both residential and commercial properties for DCD.

## **II. Background**

The City of Milwaukee has experienced a significant increase in the number of properties it has acquired through the tax-foreclosure process. The City currently owns more than 1,200 foreclosed improved properties and approximately 2,900 vacant lots. As a result, DCD requires title search and report services and title insurance policies to fulfill mandated legal requirements for the sale of these properties. The City also operates forgivable loan programs which require title and closing services. The City uses a variety of title reports, title research and closing services to accomplish these goals.

## **III. Project Requirements**

### **A. Contract**

Work under this contract will be on an as needed basis. The start date of the contract will begin upon execution of a contract with the chosen Contractor. The length of the contract will be for one year, with two additional one-year extensions permitted by mutual agreement between the parties. The successful Contractor will be expected to honor the prices identified in the contract for the duration of the contract, unless modified by mutual agreement in writing.

The Contractor's service fees shall be firm for the first year of the service contract. The Contractor may request a fee adjustment commencing with the second year of the blanket service contract. However, such a request must be accompanied by written documentation substantiating the rationale for the fee adjustment and submitted to DCD at least sixty (60) days in advance of the effective date of the increase. The Contractor is prohibited from increasing their profit margin during the term of the service contract through a fee adjustment.

### **B. Coordination**

Staff members from DCD will each coordinate their service needs with the Contractor.

### **C. Products**

The Contractor shall provide deliverables as noted in the Scope of Services.

The Contractor shall provide deliverables and attend closings 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 Contractor concerning this contract; the Contractor should check with DCD prior to destroying any working papers or information stored on a computer or computer disk. The Contractor may release no information about this proposed project without RACM/DCD's prior authorization.

#### D. Insurance

The successful Contractor is required to furnish evidence of insurance coverage to the CITY for Workers Compensation, Commercial General Liability, Automobile Liability and Umbrella Liability in the amounts detailed below prior to contract execution:

##### 1. Workers Compensation and Employers Liability (*Statutory*)

Bodily Injury by Accident	Each accident	\$ 100,000
Bodily Injury by Disease	Each Employee	\$ 100,000
Policy Limit		\$ 500,000

*To Include*

Other State's coverage.

##### 2. Commercial General Liability

Each occurrence

Bodily Injury/Property Damage	\$1,000,000
General aggregate	\$1,000,000
Operations aggregate	\$1,000,000
Personal injury aggregate	\$1,000,000

*To include*

Occurrence coverage, premises/operations coverage, and contractual liability for risks assumed in the contract.

##### 3. Automobile Liability

Each accident \$1,000,000

*To include*

Coverage for all owned, non-owned, and hired vehicles

##### 4. Umbrella Liability

Each occurrence

Bodily Injury, Personal Injury, and Property Damage	\$5,000,000
Aggregate	\$5,000,000

The Consultant shall provide DCD with Certificates of Insurance evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. The City of Milwaukee shall be named as an additional insured with respect to liability coverage, except for the Professional Liability. Failure to provide the insurance required shall permit the City to terminate a Contract. The City, as an additional insured, shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract/ for any reason, including non-payment of premium. This should be accomplished through the addition of an endorsement to the policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

[Insurance Company] will mail notice of cancellation (including for non-payment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule above. [Insurance Company] will mail the notice at least 30 days before the effective date of our action.

The contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to DCD.

The certificate holder shall be noted as: Department of City Development  
809 N. Broadway, 3rd floor  
Attn: Scott Stange, Purchasing/Contract Services  
Milwaukee, WI 53202

#### **IV. Scope of Services**

- A. The Contractor shall perform the requisite title search services necessary and prepare the required title reports or issue the required title insurance commitments, as well as secure any additional documentation required to fulfill DCD's requests as listed in Appendix "A", Example of Services Required.
- B. The Contractor shall furnish the requisite title reports or title insurance commitments and all other documents deemed necessary to DCD in the appropriate format within the required time frame as listed in Appendix "A", Example of Services Required. Failure to meet stated delivery requirements will result in penalty assessments.
- C. The Contractor will be required to provide a title insurance commitment and issue a title insurance policy, or convert a title report to a title insurance commitment and policy, when requested by DCD, upon advice of the City Attorney's Office.

The Contractor shall give a credit to DCD, computed as shown in its fee schedule, and post same to DCD's invoice, in those instances where DCD initially requested a title search and received a title report and subsequently requires a conversion to a title insurance commitment.

- D. The Contractor will be required to prepare residential and commercial real estate closing documents when requested DCD. The closing documents to be prepared shall include, but are not limited to, deed, transfer return, closing statement, and weatherization form and E-RETR. The Contractor shall, upon request, also order payoffs and send the necessary documents for recording, and when applicable, cut checks, prepare Form 1099, and express mail payoffs.

The Contractor will be required to conduct residential and, commercial real estate and/or loan closings when requested by DCD which shall include, but is not limited to, attending the closing, reviewing documents for recordability, and sending documents for recording. Closings are to take place at the office of the Contractor, the offices of DCD, and on rare occasions at a remote location such as another office. The Contractor may be required to escrow performance deposits paid at closing. The Contractor will need to courier documents on a scheduled basis.

- E. Contractor will be required to maintain time slots for closings on a weekly basis on predetermined days (for example: Monday, Wednesday, Friday) or some other mutually agreed upon combination. DCD must be able to rely on this schedule throughout the term of this contract

- F. DCD prefers to work with firms that have an online ordering process for title commitments and letter reports. Electronic ordering system should be web based and not e-mail driven,
- G. The Contractor shall invoice DCD, on a monthly basis for the title search and report services and title insurance commitments and/or policies provided in accordance with the Contractor's fee schedule.

H. Delays in the Delivery of Services

1. Delays in the delivery of services required of the Contractor caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays deemed by DCD to be clearly and unequivocally beyond the control of the Contractor, will be recognized by DCD.
2. A late delivery penalty of \$15.00 per day, per title report or title insurance commitment, will be assessed for each day in excess of the delivery requirements stated DCD.
3. In addition, if the delay is deemed excessive by DCD, the Contractor will be held responsible for any additional expenses incurred by DCD as a result in the delay of delivery of the requisite title reports or title insurance commitments and documents required for DCD user departments to fulfill their responsibilities under the law. Such late delivery penalties and additional expenses, when incurred by DCD, will be deducted from the Contractor's monthly invoices DCD until DCD is made whole.

V. **Submission Requirements and Selection Procedures**

A. Submission Contents – Contractor responding to this RFQ must provide the following information in their submission. Brevity is encouraged. Failure to comply with these requirements may be cause for the proposal to be considered non-responsive.

1. Title Page

The title page should include "**Request for Qualifications #57670, Title Search, Report and Closing 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 shall concisely state the Contractor's interest and understanding of the work to be performed. This should include the names of those authorized to make representations on behalf of the Contractor, their titles, addresses, and phone numbers must be included. The letter must be signed by a corporate officer or other individual with authority to bind the firm

3. Documentation of Past Experience and Qualifications

The Contractor must provide information about the Contractor's experience in working on similar sized contracts, specifically the Consultant's relevant experience working on high volume contracts. Detail the ability to plan and execute work effectively, meet deadlines, and interface professionally with staff from DCD.

Minimum of three references that can be contacted including the name of the reference, their firm, dates of services, related types of work performed.

#### 4. Staffing

The Contractor must provide information of the staff performing services under this contract. Contractor should include identification of key personnel who take the most active roles in the administration in performing the services under this contract and a description of their experience and qualifications

Information about any proposed subcontractors and the staff who would work on the project must also be included.

#### 5. Costs

Contractors must submit a fee schedule with their submission. This should include a list of standard unit rates that the firm will charge DCD during the duration of the contract This list should include, but not be limited to fees for: Policy Cost (Price Range); Professional Fees; Special/Assessment Letters; and Documentation Preparation Closing Fee.

All overhead rates must be included in the fees listed in the fee schedule. The successful contractor will be expected to honor the prices identified in this fee schedule for the duration of the contract, unless modified by mutual agreement in writing.

#### 6. Local Business Enterprise

RFPs 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. The notarized Local Business Enterprise Program Affidavit of Compliance must be submitted with your proposal to be considered for LBE status. It is the Proposer's responsibility to familiarize yourself with this ordinance prior to submitting your RFP. Information regarding LBE can be found in the attached forms and at the following link, click on "Programs", then click on Local Business Enterprise (LBE) Program: <http://city.milwaukee.gov/Purchasing>

### B. Selection

Responses to this RFQ will be scored on the following criteria:

- Qualifications And Experience (maximum of 30 points)
- Staffing Capacity to meet the City's needs in a timely fashion (maximum of 35 points)
- Responsiveness and quality of the proposal to the City's needs (maximum of 20 points)
- Cost of Services (maximum of 15 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 RFP shall be applied to the total score attained by the LBE

DCD reserves the right to ask for additional information and meet with the top scoring respondents.

### C. Deadline for Questions and Submissions

Questions regarding this RFQ should be addressed to Scott Stange in writing via email at: [sstang@milwaukee.gov](mailto:sstang@milwaukee.gov). Deadline for questions regarding the RFQ is **4:45 p.m. on October 19, 2016**. Any additional information and/or clarification(s) regarding this RFQ will be posted in the form of an addendum on **October 20, 2016**, and posted at the following link: <http://city.milwaukee.gov/Projects/RequestsforProposals.htm>.

Questions initiated after **4:45 October 19, 2016**, will not be considered. It is the responsibility of the Developer, prior to submitting a response to the RFQ, to determine whether all addendums have been received.

An **original and 3 (three) copies** of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., October 27, 2016**. The proposals must be submitted **along with the required Affidavit of No Interest and Debarment Certification.**

Late submissions will not be accepted.

Proposals should be mailed or delivered to:

**Bid Desk  
Department of City Development  
809 N. Broadway, 2<sup>nd</sup> floor  
Milwaukee, WI 53202-3617**

Proposal to be clearly marked: **Official Notice #57670 – Title Search, Report and Closing services**

**\*\*\* Please note: For proposals submitted by courier delivery service (e.g. UPS®, FedEx®, etc.), the building at the address above does not open until 8:00 a.m. Instructions to delivery drivers should be explicit in regard to that time as well as the above noted address of the bid desk. Without such instructions, a package may not be delivered on-time to the correct location within the City complex.**

## **General RFQ Requirements**

**1. Interpretations of RFQ** – 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 Developer as to the meaning of the RFQ requirements. All interpretations will be posted and answered on the Internet. If you received your RFQ 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 RFQ, and all Contractors shall be bound by such, whether or not received by the Developer.

**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.

Contractors are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Developers 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 Developer in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Developer 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 Developer, the Developer 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 Developer 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 Developer 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 Developer will agree on a performance and payment schedule for both the property rehabilitation and property management and maintenance portions of the contract. The Developer will submit to DCD for payment requests based off of the agreed upon contract terms and conditions.

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

**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. Developers/general contractors and property management firms, shall not add State of Wisconsin sales tax or use tax to their proposals. Furthermore, Wisconsin Use and Sales Tax shall not be reimbursed to the Developer for any taxes paid directly as the consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Developer. Developers are 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 Developer 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 Developer regarding the status of his response. However, DCD reserves the right to enter into discussion with Developers 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 Developer 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. Developer 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 Developer 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 attorney's 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 Developer 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 Developer or any of its agents, servants, employees or subcontractors, to the Developer or its insurer and, upon such tender, it shall be the duty of the Developer and its insurer to defend such claim or action without cost or expense to DCD.

The CONTRACTOR agrees to indemnify and hold harmless the CITY, its elected or appointed officials, board members, commission members, committee members, officers, administrators, and employees from and against all losses, claims, demands, damages, liability, suits or other legal actions judgments and decrees, attorney's fees, costs and expense of any kind or nature whatsoever, on account of claims occurring directly or indirectly from errors and/or omissions in the title reports or title insurance commitments submitted to CITY agencies using the requisite legal records available to the CONTRACTOR, provided CITY agencies fulfill all legal requirements delineated in local ordinances and Wisconsin State Statutes in its use of the title reports and title insurance commitments (and the data included therein) prepared and submitted by the CONTRACTOR to CITY agencies to pursue courses of action within their purview.

The liability limit for all title reports shall be \$2,500 for each such report. The liability limit for title insurance commitments and policies will be as stated therein.

Notwithstanding the foregoing, CONTRACTOR will not be responsible for any damages; losses, expenses, or attorney fees resulting from matters outside of its control or that of its subcontractors, if any, or unrelated to its performance under its contract with the CITY.

**13. Slavery Disclosure** - The successful Developer 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 Developer 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 Developer 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 Developer 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.

# **Appendix A**

## **Example of Services**

## **Example - Title Report**

### Purpose of Title Search and Report

To establish owner of record with mailing address. On occasion, may possibly request lessee information. Report should provide most recent mailing address for owner and a copy of the most recent deed. Specify credit amount if converted to a full commitment for a property acquisition.

### Required Title Report Information:

- Bankruptcies
- Land Contracts
  - Vendor Name(s)
  - Vend or Current Address(es)
- Ownership
  - Owner Name(s)
  - Owner(s) Current Address( es)
- Title issue research

*(More Information may be required on a case-by-case basis.)*

### Required Document Copies

A copy of the last recorded deed is required. However, additional documents may be required on occasion depending on the circumstances. Requestor to identify required document copies when known.

### Delivery Requirements

Title reports requested and any document copies required are to be remitted within ten (10) calendar days of contractor receiving a request from an authorized requestor.

### Means of Delivery

Title reports requested and any document copies required are to be remitted in hard copy to requestor by first class U.S. Mail, fax, or may be hand delivered by messenger, or a PDF document may be e-mailed to the requestor.

### Invoicing Instructions

Individual invoices (WITH reports) for Title Reports to be mailed to:

Name: Send to the Attention of the Individual Requestor

Building: 809 Building Room No: 2nd Floor

Street Address: 809 N. Broadway Zip Code: 53202

### Volume Estimate

Services required are dependent on sales and development activity. Last year DCD sold approximately 500 properties that required either a letter report or title commitment.

## Example: Title Insurance Commitment and Closing Services

### Purpose of Title Search and Insurance Commitment

To establish ownership, identify outstanding mortgages, identify pending legal actions, provide legal description, disclose any liens or encumbrances, and issue title insurance. Identify if City/RACM would receive credit for title search conducted for tax foreclosure by the City Treasurer and time period to receive credit.

### Required Title Report Information

- Bankruptcies Liens
- Divorce Judgments
- Government Judgments
- Easements
- Land Contracts
  - Vendor Name (s)
  - Vendor Current Address(es)
- Leases/ Assignments
  - Leasee Name (s)
  - Leasee Current Address(es)
- Liens
- Orders to Raze
- Outstanding Mortgages
  - Mortgagee Name(s)
  - Mortgagee Current Address(es)
- Ownership
  - Owner Name(s)
  - Owner(s) current Address(es)
- Title issue research
- Special Assessment Letters upon request

## **OTHER SERVICES**

- Research contemplated and outstanding special assessments
- Research Department of Neighborhood Services outstanding orders
- Research Milwaukee Water Works outstanding billings
- Prepare residential real estate closing documents and conduct closing
- Conduct residential real estate closing (no paperwork)
- Prepare commercial real estate closing documents and conduct closing
- Conduct commercial real estate closing
- Copies of Documents - 1st Page
- Copies of Documents - Other Pages
- Express mail payoffs
- Express mail payoff

*(More Information may be required on a case-by-case basis.)*

Delivery Requirements

Title reports requested and any document copies required are to be remitted within ten (10) calendar days of contractor receiving a request from an authorized requestor.

Means of Delivery

Title reports requested and any document copies required are to be remitted in hard copy to requestor by first class U.S. Mail, fax, or may be hand delivered by messenger or a PDF document may be e-mailed to the requestor.

Invoicing Instructions

Individual invoices (WITH reports) for Title Reports to be mailed to:

Name: Send to the Attention of the Individual Requestor

Building: 809 Building Room No: 2nd Floor

Street Address: 809 N. Broadway Zip Code: 53202

Volume Estimate

Services required are dependent on sales and development activity. Last year DCD sold approximately 500 properties that required either a letter report or title commitment.

## **Example: Services for Loan Programs**

Conduct residential real estate closing

For HBA, Rental Rehab Expansion, NSP Acq/Rehab (deals where a property acquisition is involved)

### To include:

- Prelim closing statements
- Gathering closing docs when we can't attend
- Closing docs for owner to sign when we can't attend
- Sometime pickup/drop off docs
- Questions on titles/clarification on potential title issue
- Copy of full title

### Volume Estimate

Services required are dependent on sales and development activity. Estimate 20-30 per year.

Attachment A

**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 \_\_\_\_\_, for the attached submission for Official Notice #57670 – Title Search, Report And Closing 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 RFQ

\_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, Milwaukee County, Wis.  
My commission expires \_\_\_\_\_.

Attachment B

**Non-Debarment Certification**

The undersigned, being duly authorized to act on behalf of \_\_\_\_\_ (the “CONTRACTOR”), hereby certifies that neither the DEVELOPER 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 DEVELOPER 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 DEVELOPER 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachment C

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

Material submitted in response to the DCD Request for Qualifications No. 57670 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.

Rev. 8/09



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**



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**