

THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY OR CORRECT THE ORIGINAL BID DOCUMENTS AND IS HEREBY MADE A PART OF SAID DOCUMENTS.

The following questions were submitted by the deadline of 03/13/2025.

Q1: Could you specify what the NIDC expects in the sample property management contract? Are there standard clauses or terms preferred to be included?

A1: See the attached NIDC services contract for this RFP.

Q2: Could you confirm the proposal awarding date and any key dates for the selection process, such as interviews or presentations?

A2: The contract will begin upon Contractor's receipt of a fully executed copy of the contract and will be for one year, with the option to extend the contract for two additional one-year terms. The anticipated start date of the contract will be June 1, 2025.

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

Q3: If current general liability coverages does not match exactly to the required when the proposal is submitted, could coverages be updated upon award or would this be disqualifying if not updated before submission?

A3: Proof of insurance coverage is due before contract execution. The proposer does not need to provide proof of coverage with their submission.

Q4: Are there any specific liability clauses or additional coverages required beyond those listed in the RFP?

A4: See A1, above.

Q5: Will the property management company be responsible for tenant injuries or disputes, or does NIDC retain liability?

A5: See A1, above.

Q6: For units requiring rehabilitation, does NIDC have predefined standards or guidelines we should adhere to? Are there preferred materials, design specifications, or sustainability practices recommended?

A6: NIDC expects property conditions to be brought up to Code Compliance standards utilizing the Technical Specifications and Performance Standards Guide (attached). [See this link](#) for Technical Specifications.

Q7: Are there any existing maintenance concerns, code violations, or major repairs needed for any of the units?

A7: Yes, three units have had recent complaints of squatter activity. In all cases, properties were inspected and re-secured. One unit has some water damage in basement.

Q8: What are the historical maintenance costs for these units to help estimate future expenses?

A8: Including condo dues, property taxes, utilities, management fees and repairs, the annual costs are roughly \$35-40K annually.

Q9: Are there any limits or guidelines on management fees, maintenance costs, or subcontractor markups?

A9: Proposers are to determine fee structure in Exhibit B.

Q10: Are there contractors currently working on the property that we should coordinate with or be aware of?

A10: Yes, one unit with water damage is currently being restored.

Q11: Is there a preferred process for handling emergency repairs, and what level of authorization is required before proceeding?

A11: See Section VIII (G) of attached NIDC services

Q12: Are there any known tenant disputes or outstanding lease violations that need immediate attention?

A12: Yes, one tenant was previously in eviction and has continued to make payments. The tenant has refused to sign a new lease as required by our property management and also required by the Woodlands. This tenant was inherited from the former property manager.

Q13: What are expectations regarding the frequency and format of reporting? Is there a preferred communication protocol or platform for regular updates and issue resolution?

A13: Monthly reports received by the 15th of the following month. We receive the pdf reports via email. The report packet includes a summary of income/expenses for the month itemized line by line, copies of all invoices paid, copies of manual checks or online receipts, bank statements, and pictures of repairs.

Q14: Will there be a transition period with the previous property manager to assess current conditions?

A14: No, there will not be a transition period.

Q15: What is the current rent structure for the occupied units? Are rents below, at, or above market rates?

A15: The rents for the inherited units are well below market levels. The rents for the newly rented units are at, near, or above market levels. The inherited rental units are rented at \$795, \$800, \$855. The newly rented units are rented at \$1,100 and \$1,200.

Q16: How are security deposits currently managed, and will there be an escrow account for them?

A16: There are two separate bank accounts for security deposits vs operating account.

Q17: Will there be expectations for property managers to assist with tenant buyouts?

A17: The listing/selling of the units will occur through a separate listing contract already established with NIDC.

Q18: Will property managers have any role in preparing units for sale, such as staging or light renovations?

A18: It is likely that there will be an expectation to list units for sale at a future date. The awarded management firm may have a role in preparing units for sale.

Q19: Are there current contracts in place for any services like landscaping, cleaning, and maintenance that we should consider in our proposal?

A19: The property manager is responsible for cleaning and maintenance services for the interior of the condo unit. Please contact Woodlands Condos property management team for common area contracts.

Q20: Is there an existing on-site office designated for property management?

A20: Yes.

Q21: What is the preferred protocol for conducting showings of units listed for sale?

A21: Should units be listed for sale, the awarded management firm will work with the NIDC Project Manager to determine this protocol.

Q22: Does NIDC utilize specific software for documentation and reporting? Additionally, what is the current method for rent collection, and is there a preferred system in place?

A22: We use 4gov but are in process of switching to Dynamics 365. The property management company would have their own record keeping software. Rent checks are mailed or dropped off to the property management company to be deposited into the operating bank account.

Q23: Lastly, could you confirm whether new leases will be initiated for vacant units, or if all units are intended to be listed for sale upon vacancy?

A23: While it is the goal to sell units as they become vacant (under a separate listing contract) there may be a need to re-lease it upon vacancy. Said vacant units may require property maintenance prior to re-leasing. When the re-leasing occurs, the awarded management firm must take into consideration The Woodlands tenant screening rules (attached for reference).

Q24: As we review the evaluation criteria for RFP #58051 – Rental Property Management Services, we wanted to seek clarification regarding the weighting of Ability/Capacity to Perform Work (15%) vs. Qualifications and Experience (30%) and Overall Quality of the Proposal (15%). From our perspective, Ability and Capacity to Perform the Work seems closely tied to Qualifications and Experience, yet it carries only 15% of the evaluation criteria while Qualifications and Experience hold 30%. Additionally, the Overall Quality of the Proposal is also weighted at 15%, making it seem disproportionate to the actual capacity to execute the project effectively.

Could you provide insight into why Ability and Capacity to Perform is weighted lower than Qualifications and Experience, even though they both directly impact project execution? Would there be any consideration for adjusting this to better reflect a firm’s ability to successfully manage the properties?

A24: No, the scoring criteria will not be adjusted. The Qualifications and Experience are defined as your formal requirements or credentials needed for a job and the practical application of skills and knowledge gained over time. These are closely tied to the candidate’s legal knowledge, management of property tasks and tenant relations. In comparison to your Ability and Capacity, as the power or skill to do something and the potential or maximum production capacity that your company can achieve. These examples include organizational skills, staffing, financial and interpersonal skills while also providing a high level of customer service.

There is a close correlation between the Qualifications and Experience and the Ability and Capacity to achieve the work. NIDC weighs the Qualifications and Experience higher because of the explanations presented. We welcome your explanations associated with your interpretation of Qualifications and Experience vs. Ability and Capacity to Perform Work within your proposal response.

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF ADDENDUM NUMBER 2 (DATED MARCH 24, 2025) FOR THIS INVITATION FOR BID #58051, BY SIGNING IN THE SPACE PROVIDED AND SUBMITTING THE SIGNED ADDENDUM WITH YOUR BID. BIDS SUBMITTED WITHOUT THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE.

SIGNED THIS _____ DAY OF _____, 2025.

SIGNATURE

COMPANY NAME

CONTRACT FOR SERVICES
PART I

Neighborhood Improvement
Development Corporation, Inc

CONTRACT NO. _____
DATE OF AWARD: _____

Distribution
Original - NIDC
Duplicate Original - Contractor

THIS AGREEMENT, entered into by and between _____, a corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the "CONTRACTOR", and the Neighborhood Improvement Development Corporation, Inc., and North Meadows Revitalization II, LLC, Corporations organized and existing under the laws of the State of Wisconsin (hereinafter collectively referred to as the "NIDC").

SERVICE DESCRIPTION (General): Rental Property Management of NIDC properties at the Woodlands Condominiums.

TIME OF PERFORMANCE: June 1, _____ through June 1, _____ with an option to extend for two additional one-year periods, subject to the following conditions: satisfactory completion of work performed; needs of NIDC; available funding; and mutual consent of the parties.

TOTAL AMOUNT OF CONTRACT: Maximum Amount of Compensation Not to Exceed _____

Performance and schedules will be approved by Lafayette L. Crump, Executive Director of NIDC, or designee.

The Contract Documents enumerated below are as fully a part of the Contract as if hereto attached or herein repeated in this instrument. The Contract Documents constitute the entire integrated agreement between the NIDC and the Contractor governing the Project and supersedes all prior negotiations, representations or agreements either written or oral. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated below shall govern, except as otherwise specifically stated:

The Contract Documents shall consist of the following component parts:

- a. This Instrument
- b. The Request for Proposals issued by NIDC on _____, Official Notice
- c. The Contractor's Proposal as accepted by the City.
- d. Exhibit A, Scope of Services
- e. Exhibit B, Compensation Schedule
- f. Exhibit C, NIDC's Insurance Requirements
- g. Work may commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and has received from NIDC an original of the Contract that is complete and fully executed.

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent entrepreneur and not as an employee of NIDC.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. RETENTION OF SERVICES. NIDC hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of NIDC, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.
- II. REQUIREMENTS. The CONTRACTOR is required to
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in this contract.
 - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
 - C. Comply with time schedules and payment terms.
 - D. Comply with all state and local building codes, applicable laws and ordinances.

- III. SCOPE OF SERVICES. (To include specific duties and responsibilities, time schedules and deadlines, compensation, terms, and approval requirements.)
- A. Services to be Provided. The Contractor shall provide property management services for NIDC owned properties at the Woodlands, pursuant to the Scope of Services set forth in Exhibit A, attached hereto and incorporated by reference to this Contract.
- IV. SPECIFIC CONDITIONS OF PAYMENT: Upon receipt of a properly submitted and approved monthly invoices along with required supporting documentation, pursuant to Section XIX Records, and upon NIDC accepting the services performed after inspection and review of the Contractor's work product, Contractor shall be compensated at the rates listed in the Compensation Schedule, attached to and incorporated here in as Exhibit B to this contract.
- Contractor shall maintain two separate bank accounts. The first shall be considered a "Security Deposit" account and be used strictly for tenant's security deposits and shall be non-interest bearing. The second shall be considered an "Operating" account and shall be where Contractor deposits tenant's monthly rent.
- Contractor shall provide to NIDC monthly bank statements for both the Security Deposit account and the Operating account, by the 15th day of the following month.
- Contractor acknowledges that NIDC is tax-exempt and will ensure that any invoices submitted to NIDC under this contract will not include sales tax. NIDC's tax exempt certificate is available upon request.
- V. NOTICES: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

Neighborhood Improvement Development Corporation
809 North Broadway, 3rd Floor
Milwaukee, WI, 53202

Attention: Mr. Lafayette L. Crump, Executive Director

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

- VI. REPORTS
- A. The CONTRACTOR agrees to submit reports as may be required by the NIDC at such times as may be scheduled for submittal, unless otherwise agreed to in writing.
- B. All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the NIDC, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that it will not, without prior written approval by the NIDC, submit or make same available to any individual, agency, public body or organization other than the NIDC, except as may be otherwise herein provided. Both parties understand that the NIDC is bound by State of Wisconsin Public Records Law, and as such, all of the terms of this contract are subject to and conditioned on the provisions of Wis. Stat. Section 19.21 *et seq.* CONTRACTOR acknowledges that it is obligated to assist the NIDC in retaining and producing records that are subject to Wisconsin Public Records Law and that the failure to do so will constitute a material breach of this Contract, and that the CONTRACTOR must defend and hold the NIDC harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Contract.
- VII. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by the CONTRACTOR and upon written notice from the NIDC to proceed, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the NIDC should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT.

VIII. CONDITIONS OF PERFORMANCE AND COMPENSATION.

- A. Performance. Notwithstanding any references to the contrary in the contract documents, the CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
 - B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services as required under the terms and conditions of this Contract at such place or places as is necessary so as to enable the CONTRACTOR to fulfill CONTRACTOR's obligations under this Contract.
 - C. Compensation. The NIDC agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum as indicated on page 1 under "Total Amount of Contract," inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum for all of the services required.
 - D. Additional Fringe or Employee Benefits. The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which NIDC salaried employees are entitled to or are receiving.
 - E. Taxes, Social Security, Insurance, and Government Reporting. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
 - F. The CONTRACTOR shall be solely responsible to meet CONTRACTOR's insurance needs as required by the NIDC, as set forth in Exhibit C, during the terms of this Contract or any extension thereof. A Certificate of Insurance shall be provided to the NIDC as an additional insured providing for a thirty (30) day notice to the NIDC prior to change termination or cancellation. Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor in this Contract, subject to the terms of Contractor's insurance.
 - G. Subcontracting. The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth that exceeds \$1,500.00 in cost, without prior written approval obtained from NIDC, with the exception for emergency situations where human health or safety is at risk and is not feasible to obtain approval from NIDC. Such approvals may be provided by e-mail.
- IX. METHOD OF PAYMENT. The NIDC agrees that subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with the "work schedules" set forth herein it will pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Manager of NIDC or its designee shall prevail. The conditions of payment are as follows: Compensation for services required under this Contract shall be contingent upon each activity being reviewed for approval by the NIDC approving officer designated on page 1 and approved by them for payment (as referenced and stipulated in Section IV Specific Conditions of Payment).
- X. DEFENSE OF SUITS. In case any action in court or proceeding before an administrative agency is brought against the NIDC or any of its officers, agents, or employees for the failure or neglect of the CONTRACTOR in whole or in part to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the NIDC and its officers, agents and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The NIDC shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender it shall be the duty of the CONTRACTOR and CONTRACTOR's insurer to defend such claim or action without cost or expense to the NIDC or its officers, agents, or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.
- XI. INDEMNIFICATION. Notwithstanding any references to the contrary in the contract documents, CONTRACTOR assumes full liability for all of its acts in the performance of this contract. CONTRACTOR will save and indemnify and keep harmless the NIDC and City of Milwaukee against all liabilities, judgments, costs, and expenses which may be claimed against the NIDC and/or the City in consequence of the granting of this contract to said CONTRACTOR, or which may result from the carelessness or neglect of said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the NIDC and/or City by reason of the carelessness, negligence, or by acts of omission of the CONTRACTOR, such persons, firms or corporations carrying out the provisions of the contract for the CONTRACTOR, the CONTRACTOR assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorney's fees or other expenses resulting therefrom.
- XII. REGULATIONS. Contractor agrees to comply with all of the requirements of all federal, state and local laws related thereto.
- XIII. JURISDICTION, VENUE, CHOICE OF LAW. This contract shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation, or alleged breach of this contract must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and CONTRACTOR consents to the jurisdiction of such courts.

XIV. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, NIDC shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of the termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the NIDC, become the property of the NIDC.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the NIDC for damages sustained by the NIDC by virtue of any breach of the CONTRACT by the CONTRACTOR, and the NIDC may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the NIDC from the CONTRACTOR is determined.

XV. TERMINATION FOR CONVENIENCE OF THE NIDC. The NIDC may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from NIDC to the CONTRACTOR. If the CONTRACTOR is terminated by the NIDC as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONTRACTOR covered by this Contract, less payments for such services as were previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the CONTRACTOR during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph XIII hereof, relative to termination, shall apply.

XVI. CHANGES. NIDC may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation which are mutually agreed upon by and between the NIDC and the CONTRACTOR, shall be incorporated in written amendments to the Contract.

XVII. PERSONNEL

- A. The CONTRACTOR represents that it has or will secure at its own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the NIDC.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of NIDC. If any work or services is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the NIDC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as its for the acts and omissions of persons directly employed by them.

XVIII. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of NIDC. Provided, however that claims for money due or to become due the CONTRACTOR from the NIDC under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to NIDC.

XIX. RECORDS.

- A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the NIDC with respect to all matters covered by this Contract. Except as otherwise authorized, these records shall be maintained for a period of seven (7) years after receipt of the final payment under this Contract.
- B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, utility bills paid, condo fees paid (if any), taxes paid, subcontractor invoices, receipts, and/or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and shall provide said documentation to NIDC with monthly invoices.
- C. Documentation of Revenues Collected. Records of all revenues collected by CONTRACTOR shall be recorded and documented by CONTRACTOR, including but not limited to rents, security deposits, bank statements and renter lists, and shall provide said documentation to NIDC with monthly invoices, no later than the 15th day of the following month.

XX. REPORT AND INFORMATION. At such times and in such forms as the NIDC may require, there shall be furnished to the NIDC such statements, records, reports, data, and information as the NIDC may request pertaining to matters covered by this Contract.

XXI. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the NIDC, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the NIDC, the NIDC's Comptroller or such agency for examination all of its records with respect to all matters covered by this Contract and the CONTRACTOR and any subcontractors, shall permit the NIDC, the NIDC Comptroller and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract. Further, any contract issued by the CONTRACTOR to a subcontractor for work relating to this Contract, shall have an audit clause similar in form and execution to this clause.

XXII. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc. prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States Government, without the prior written approval of the Manager of NIDC.

XXIII. CONFLICT OF INTEREST

- A. Interest in Contract. No officer, employee or agent of the NIDC who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. Interest of Contractor and Employees. The CONTRACTOR covenants that no person described in Paragraph XXII, A and B above who presently exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or its employees must be disclosed to the NIDC. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area
- D. Lobbying.
 - 1. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. The CONTRACTOR agrees that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXIV. DISCRIMINATION PROHIBITED

- A. In all hiring or employment made possible by or resulting from this Contract there (1) will not be any discrimination against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

- B. No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this

Contract. The NIDC and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. Contractor agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq.

XXV. WORKER'S COMPENSATION INSURANCE. The CONTRACTOR, and all contractors, if any, shall provide to the NIDC an affidavit or other satisfactory proof which the NIDC may require evidencing that the CONTRACTOR and all subcontractors have obtained Worker's Compensation Insurance for all persons performing any work or services under the Contract or subcontract as is required by the Worker's Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.

XXVI. WITHHOLDING OF SALARIES. If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the NIDC shall withhold from the CONTRACTOR out of payments due to it an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the NIDC for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.

XXVII. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians, if any, performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the NIDC for the latter's decision, which shall be final with respect thereto.

XXVIII. OTHER PROVISIONS.

- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the NIDC in such manner and purpose as the NIDC desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor other than herein provided.
- B. The word "CONTRACTOR" means a person, or an entity, whether public or private, that enters into contract with the NIDC, and whenever or wherever the word "CONTRACTOR" appears in Part II attached hereto, it means the same and is synonymous with "CONTRACTOR" as it appears in Part I of this Contract.
- C. Both parties understand that the NIDC is bound by the Wisconsin Public Records Law, and as such all of the terms of this Agreement are subject to and conditioned on the provisions of sec. 19.21, Wis. Stats., et seq. Contractor acknowledges that it is obligated to cooperate with the NIDC in producing records which are subject to Wisconsin public Records Law.
- D. Upon execution of this Contract, the CONTRACTOR certifies to the NIDC that it will provide a drug-free workplace, and will otherwise comply with, as required under the Drug-Free Workplace Act of 1988, as amended, and the regulations promulgated thereunder.
- E. The Contractor agrees to abide by the requirements of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324A, and certifies that the identity and work authorization of all Contractor's employees hired after November 6, 1986 has been verified and that the Contractor has not knowingly hired any aliens since such date that are not authorized to work in the United States.
- F. Signature and Counterparts. This Contract, and any subsequent Amendments, may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. Facsimile and/or PDF signatures shall be accepted as originals.

XXIX. This contract consists of this Part I; however, whenever federal state assistance, aids or grants are used in whole or in part for the procurement of the services herein before described or used for the purposes set forth in this contract, this Part I is subject to the provisions of Part II. Part is not applicable to this contract.

(Signatures appear on the following page)



Rules Relating to Tenant Screening At THE WOODLANDS

Screening of tenants by Association management pursuant to Bylaw Article XV, section 1 is mandatory and must be completed PRIOR to a tenant taking occupancy. Refer to your By-Laws and Rules and Regulations for other rules and procedures relative to owner and tenant responsibilities to the Association. Failure to obtain approval of any prospective tenants through The Woodlands screening process prior to move in shall result in the assessment of a \$500.00 fine per month against the OWNER from the date of occupancy until the tenant vacates or is approved through the Rental Application process. A complete, accurate application is crucial to returning a decision!

Your Application (for each adult) must include the following (please note the office will not make copies):

- a. A complete application for each adult person (18 or older) years of age who will reside in unit.
- b. A copy of a current picture ID (Wi. If current resident) and social security card.
- c. Proof of income (pay stub, W-2, etc.). Minimum monthly income for a three (3) bedroom must be \$2,700.00 and for a four (4) bedroom must be \$3,000.00.
- d. A \$50.00 processing fee per each adult application will be required. If landlord provides a credit report the processing fee will be lowered to \$35.00 per application. No fee will be charged if the tenant provides required screening information procured through a Woodlands approved third party that is no more than thirty (30) days old.
- e. In order to be processed, the third-party screening service must collect and supply information meeting The Woodlands' screening criteria. Failure to supply information satisfying all screening criteria will result in a denial of the application.
- f. Once your tenant is approved by management, your unit will be inspected by management staff prior to final approval. Unit must be clean, safe and functional, and have proper smoke/co2 placement.
- g. When the application background has been approved, all vehicles are required to have a valid sticker or will be subject to tow. Only tenant owned and properly registered vehicles will be allowed a parking sticker. Other vehicle/parking rules stated in the Woodlands Rules and Regulations.
- h. Only month-to-month leases will be allowed and approval of screening is conditioned on leases being month-to-month only. A copy of the lease shall be supplied to The Woodlands' office within five (5) business days of signing by the tenant(s).

As an owner, you may be responsible for the conduct of your tenant. Wisconsin statute also makes an owner responsible for fines assessed as a consequence of tenant/guest conduct if the tenant does not pay. (Sec. 703.24, Wis Stats). Such fines will be added to your account. You may not rent to a tenant who has previously been evicted from THE WOODLANDS CONDOMINIUMS, nor if the prospective tenant has had an eviction in the last five (5) years. Your prospective tenants past behavior and ability to pay for rent may affect acceptability. You may provide THE WOODLANDS OFFICE with keys to all tenant occupied units to allow access by the staff as needed in your absence for extermination or common element access.

When the application background has been verified, you will be contacted and required to schedule your unit inspection with staff.

When and only if it passes inspection by management staff can occupancy begin.

Tenant and any Third-Party Payors assume liability, jointly and severally, and agree to pay for cost of repairs and damage done to property of The Woodlands, Landlord property, or property of surrounding residents caused by tenant or guests of tenant as well as fines and costs associated with the enforcement of rules and regulations.

I, the undersigned Owner and Tenant, acknowledge receipt of these Rules Relating to Tenant Screening and renting of units at THE WOODLANDS as well as a full copy of the rules and regulations of the Woodlands Condominium Association and agree to comply.

Rental Address Requested: _____ Requested Move-in Date: _____

TENANT: _____ SIGNATURE: _____ DATE: _____

TENANT: _____ SIGNATURE: _____ DATE: _____

OTHER: _____ SIGNATURE: _____ DATE: _____

OWNER: _____ SIGNATURE: _____ DATE: _____

RENTAL APPLICATION

One Application for each adult application 18 years of age or older is required

Owner _____ Address Requested _____ Date _____

Rental Amount _____ Security Deposit _____ Term _____ Move-In Date _____

TENANT NAME _____ DATE OF BIRTH _____ SOCIAL SECURITY # _____
First /Middle/ Last

HOME PHONE _____ CELL PHONE _____ WORK PHONE _____

EMAIL ADDRESS _____

Will the unit you are applying for be your only place or residence? YES NO

Have you ever been evicted? YES NO If yes, give date & explain: _____

Have you ever been convicted of a felony? YES NO If yes, give date & explain: _____

RESIDENT HISTORY (Last 2 Years Required)

PRESENT ADDRESS: _____

PRESENT LANDLORD _____ Phone# _____ Rent\$ _____ Utilities\$ _____

AT THIS ADDRESS (from) _____ (to) _____ REASON FOR MOVING _____

PREVIOUS ADDRESS _____

PREVIOUS LANDLORD _____ Phone# _____ Rent\$ _____ Utilities\$ _____

AT THIS ADDRESS (from) _____ (to) _____ REASON FOR MOVING _____

INCOME INFORMATION

EMPLOYER NAME _____ POSITION _____ PAY _____

LENGTH OF EMPLOYMENT _____ SUPERVISOR NAME _____ PHONE # _____

OTHER INCOME SOURCE(S) (Documentation may be required of income sources)

SOURCE _____ AMOUNT \$ _____ SOURCE _____ AMOUNT \$ _____

SOURCE _____ AMOUNT \$ _____ SOURCE _____ AMOUNT \$ _____

HOUSEHOLD COMPOSITION

List **names, birth dates, and ages** of all persons who will live in the units

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

EMERGENCY INFORMATION

Name _____ RELATIONSHIP _____ PHONE _____ HOME/WORK/CELL

CERTIFICATION STATEMENT

I hereby swear and attest that all the information on this application is true and correct.

TENANT: _____ SIGNATURE: _____ DATE: _____

APPLICANT SCREENING

APPLICANT NAME(S) _____

ADDRESS APPLYING _____ MOVE-IN DATE _____

RENTAL VERIFICATION

CURR. LANDLORD/PHONE # _____ PREV. LANDLORD/PHONE# _____

TENANCY LENGTH (from) _____ (to) _____ RENT PAYMENTS (timely) _____

SECURITY DEPOSIT REFUNDED (YES) (NO) (Still there) Any known deductions: _____

UNIT CONDITION: DOES/DID Tenant properly maintain unit? _____

Policy Procedures: Abide by Lease, Rules, or problems with Authorities. _____

Did Tenant give any false information or illegal activity: YES NO

Explain: _____

Would you rent to this resident again? YES NO

INDIVIDUAL PROVIDING INFORMATION _____

DATE _____ PHONE(S) _____

INCOME VERIFICATION

DATE _____

SOURCE (Employment, W2, Benefits, etc.) (Type of Income)

VERIFICATION: Individual Verification, copy of check stubs, discussion with employer, current Landlord
(note how verified; person talked to, date of verification etc.)

HOME VISIT (Date, Completed By, Findings) _____

Signature – Individual(s) completing form _____

Date(s) _____

Notice to Owner: Management staff may contact and/or verify Applicant screening data even if submitted by owner.

We are working with neighbors and other landlords in this area to maintain the quality of the neighborhood. We are working to make sure that people do not use rental units for illegal activity. Therefore, we use screening procedures to evaluate each prospective tenant before landlords are allowed to rent to them. These procedures are listed below. Reasons why an application may be rejected are also listed.

Please review out listed criteria. If you feel you meet the criteria, we welcome you to apply. Please note that we provide equal housing opportunity; we do not discriminate on the basis of race, color, religion, sex, handicap, national origin, familial status, marital status, sexual orientation, lawful source of income, age or ancestry.

Applicant Screening Criteria

- _____ A complete application: One fully completed application **MUST** be received for each adult who will be residing in the rental property. All information supplied on the application must be independently verified by the screening authority. If the application is not fully completed or sufficient explanations are not provided to explain the omissions the application may be denied.
- _____ Personal Identification: Two forms of identification are required along with each application. One form of identification must be a photo id.
- _____ Residence History: You are required to have at least two years of verifiable residence history. It is your responsibility to supply information from which The Woodlands can determine where you lived for the two years preceding your application, such as: contact information for your landlord(s); documentary proof of your ownership or sale of a prior residence; or a written statement of the person with whom you lived and contact information for such person.
- _____ Income Eligibility: We must be able to verify independently the amount and stability of your income such as through paycheck stubs, employer contact or tax record. If self-employed you will need to provide a business license, tax records, bank records, or a list of client references. Minimum monthly income for a three (3) bedroom must be \$2,500.00 and for a four (4) bedroom must be \$2,700.00. If this landlord accepts rent assistance, your assistance amount will be included when determining the amount of your income.
- _____ Criminal Record: Verification of an Arrest and/or Conviction report will be obtained. The contents of such reports may be grounds for denial of an application pursuant to the criteria set forth below.
- _____ Credit Report: A complete credit history report will be obtained. Information on your credit report will be compared to your rental application as a means of verifying information.
- _____ Applications will be approved or denied by 4:00 p.m. of the third business day after the application is received by The Woodlands office. (e.g., an application received at The Woodlands office on Tuesday will be approved or denied no later the 4:00 p.m. on that Friday)

You will be denied if:

- You misrepresent any information on the application. If misrepresentations are found after the rental agreement is signed, your rental agreement will be terminated.
- If, after making a good faith effort, your residence history or other information provided cannot be verified due to inaccurate, incomplete or conflicting information.
- You have been convicted of any drug-related crime, violent criminal activity, or any other offense that threatens the health, safety, and the right to peaceful enjoyment of the property by others within the last five (5) years.
- You have had unpaid collections, a court ordered eviction, or judgment against you for financial delinquency within the last (3) years. Negative credit history, other than for not fulfilling terms of a lease contract may be acceptable, provided there are more positive accounts than negative accounts. A pending eviction action may be the basis for a denial of an application absent a favorable landlord reference.
- Previous landlords report significant complaint levels or noncompliance activity such as: repeated disturbance of the neighbor's peaceful enjoyment of the area; reports of gambling, prostitution, drug dealing, or drug manufacturing; reports of violence or threats to landlords or neighbors; allowing persons not on the rental agreement to reside on the premises; damage to the property beyond normal wear and tear.

Note: The above applies to all persons that will live in the unit, guests and/or persons allowed admittance to the unit. All tenants must follow the Rules & Regulations of The Woodlands Condominium Homeowners Association, Inc. Violations of such Rules & Regulations will be grounds for eviction. Any reports of illegal, disruptive or dangerous activity will result in termination of your tenancy. Dogs and cats are NOT allowed in rental units. Any fines for rule violations will be reported directly to the unit owner/landlord and are due in 30 days.

