



## **Milwaukee County**

Request for Proposals

Acquisition and Development of Block 12, Lot B  
Park East, Milwaukee Wisconsin

RFP # 7075

Issue Date: January 4, 2016

## INFORMATION SUMMARY SHEET

RFP Title: Acquisition and Development of Block 12, Lot B, Park East, Milwaukee, Wisconsin

RFP Issuing Office: Milwaukee County – Department of Administrative Services – Economic Development

RFP Issue Date: January 4, 2016

RFP Proposal Receipt Deadline (Rolling): 2:00 PM, the 1<sup>st</sup> Monday of every month (unless that falls on a holiday) beginning February 1, 2016. The initial schedule of submission dates shall be as follows:

February 1, 2016	August 1, 2016
March 7, 2016	September 6, 2016**
April 4, 2016	October 3, 2016
May 2, 2016	November 7, 2016
June 6, 2016	December 5, 2016
July 5, 2016*	January 2, 2017

\*This date is a Tuesday, as Independence Day coincides with the first Monday in July.

\*\*This date is a Tuesday, as Labor Day coincides with the first Monday in September.

RFP Submission Location:

Milwaukee County Courthouse  
County Clerk's Office  
Room 105  
901 N. 9<sup>th</sup> Street  
Milwaukee, WI 53233

RFP Contact/Administrator:

Emily Van Deraa, Associate Project Manager  
633 W. Wisconsin Avenue, Suite 903  
Telephone: (414) 278-4028  
E-mail: [emily.vanderaa@milwaukeecountywi.gov](mailto:emily.vanderaa@milwaukeecountywi.gov)

Proposal can be found on Milwaukee County's website: <http://county.milwaukee.gov/mced>  
and on the Park East website: [www.parkeastmke.com](http://www.parkeastmke.com)

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**ATTACHMENTS**

- Attachment A – Conflict of Interest Stipulation (Sign and Submit with Proposal)
- Attachment B – Sworn Statement of Bidder (Sign and Submit with Proposal)
- Attachment C – Cover Sheet for Proposal (Sign and Submit with Proposal)
- Attachment D – Certification Regarding Debarment and Suspension (Sign and Submit with Proposal)
- Attachment E – Proprietary Information Disclosure Form (Sign and Submit with Proposal)
- Attachment F – Purchase Price Offer Form (Sign and Submit with Proposal in separate sealed envelope)
- Attachment G – Property Description and Map
- Attachment H – Development Code (excerpt)
- Attachment I –Phase II Environmental Report
- Attachment J – Footings/Piers from Freeway Demolition
- Attachment K – Prevailing Wage Information
- Attachment L – DBE Information
- Attachment M – Template PERC Compliance Plan
- Attachment N – Model Development Agreement
- Attachment O – Model Option to Purchase
- Attachment P – Park East Redevelopment Compact
- Attachment Q – Broker Registration Form (Sign and Submit with Proposal)

## **SECTION 1 - PURPOSE AND BACKGROUND**

### **1.1 PURPOSE**

This Request for Proposal (RFP) is to solicit a buyer and developer for Block 12, Lot B of the Park East Development Plat (See **Attachment G**).

Block 12, Lot B is approximately 16,346 square feet (“Property”). The legal description used to convey the Property will reflect the final Park East Development Plat East of the Milwaukee River, adopted by the City of Milwaukee Common Council and/or the subsequent title commitment.

Though small, Block 12, Lot B comprises prime frontage on North Water Street, North Edison Street and East Knapp Street. It is not a requirement of this RFP that a proposal for Block 12 include the consolidation and development of the adjacent properties which are not owned by Milwaukee County; namely, Edison Street and 1301 N. Edison Street. A stand-alone proposal for Block 12, Lot B is appropriate.

The successful buyer and developer (“Successful Proposer”) will be required to enter into an Option to Purchase, a Development Agreement, and other commitments specified in Sections 2.12 and 2.13 below.

### **1.2 BACKGROUND**

The Property is located within the former Park East Freeway Corridor. The elevated freeway structure that existed within the Park East Corridor was razed and replaced with an at-grade, six-lane boulevard (West McKinley Avenue) and a new bridge across the Milwaukee River. Removal of the freeway structure allowed for the reestablishment of the city street grid and opened up the land beneath and around the freeway corridor for redevelopment as a high quality residential, commercial and entertainment area. The Property was formerly under the jurisdiction of the State of Wisconsin, Department of Transportation.

## SECTION 2 - CONDITIONS OF RFP

### 2.1 ZONING

The Property is located within the Park East Renewal Area, and is governed by the Park East Redevelopment Plan, adopted by the City of Milwaukee Common Council on June 15, 2004. The Redevelopment Plan consists of three documents:

1. The **Renewal Plan**, which contains language that satisfies the state statutes in order to carry out the renewal activities within the Park East Redevelopment project boundaries.
2. The **Master Plan**, which links the Redevelopment Plan to the Milwaukee Downtown Plan.
3. The **Development Code**, which defines land use and design standards.

The Development Code defines permitted land uses and physical design standards such as building placement, height, build-to lines, and street-edge treatment. Applicable portions of the Development Code, organized on a Block-by-Block basis, are attached to this RFP as **Attachment H**.

The Redevelopment Authority of the City of Milwaukee must approve all development plans before building permits can be issued. The approval hinges on conformance with the standards enumerated in the Development Code.

The full Development Code and Redevelopment Plan are available on-line at: [www.city.milwaukee.gov/projects/parkeastredevelopment.htm](http://www.city.milwaukee.gov/projects/parkeastredevelopment.htm). Block 12, Lot B is located in the Lower Water Street District. It is the responsibility of the Proposer to review and understand all documents prior to submitting a proposal.

The Property is zoned RED, Redevelopment District. This zoning category allows for a mix of uses including residential, retail, office, and entertainment. A full list of permitted uses is identified in the Redevelopment Plan.

### 2.2 POTENTIAL USE

The land use provisions and building/site requirements described in the Redevelopment Plan are applicable to all publicly and privately owned parcels and structures located within the Redevelopment Plan boundary. All permit applications and plans for new construction within the area of the Redevelopment Plan will be referred to and reviewed by the Redevelopment Authority of the City of Milwaukee to determine conformance with the Redevelopment Plan.

## **2.3 UTILITIES**

Municipal sewer and water is available to the Property. It is the responsibility of the Proposer to verify with the City of Milwaukee the location and capacity of the utilities necessary to serve the proposed development. The existence and/or suitability of laterals are the responsibility and obligation of the Proposer. Deferred assessments and/or charges/fees on the Property, if any, shall be the financial obligation of the Proposer.

## **2.4 ENVIRONMENTAL CONDITIONS**

Independent II Environmental Site Assessment (ESA) for Block 12, Lot B (a.k.a. Parcel 148 or Block 6E) is attached as **Attachment I**.

## **2.5 SUBSOIL CONDITIONS**

The Property was part of the former Park East Freeway Corridor and contained above and below grade freeway structures. Demolition of the elevated freeway structures included the partial or complete removal of the below-grade freeway support elements and related infrastructure (except piles). The City of Milwaukee, Department of Public Works managed the demolition of the elevated freeway structures as well as the removal of the below-grade freeway support elements and related infrastructure. A map showing the general locations of the remaining footings on the Block 12, Lot B is included as **Attachment J**.

Prior to the existence of the freeway, the Property contained various buildings and/or structures. Therefore, the Property may contain foundations, building materials or other debris from these buildings and structures, in addition to any remaining freeway support elements or related infrastructure. The Proposer is responsible for and must make adequate allowance for all excavation and disposal costs for the proposed project. Milwaukee County has no information regarding the bearing capacity of the soil and the Proposer accepts the Property in “AS-IS” condition, including without limitation, environmental and subsoil conditions.

## **2.6 STORMWATER MANAGEMENT PLAN**

Should the proposed project exceed one acre or add one-half acre of new impervious surfaces, the Proposer will be required to submit to the City of Milwaukee a stormwater management plan prepared by a registered engineer, in conformance with Chapter 120, City of Milwaukee Code of Ordinances prior to the commencement of work. Go to: <http://city.milwaukee.gov/stormwatermanagement>

## **2.7 CONVEYANCE CONDITIONS**

Conveyance of the Property shall be “AS-IS”, without warranty as to soil, subsoil and environmental conditions. Successful Proposer shall be responsible for all property development

costs, including, but not limited to, extension of water and sewer laterals to the property line, vacation charges or fees, if any, deferred assessments, if any, and the replacement of sidewalks and curb cuts.

At closing, County shall include a deed restriction and right of reverter that the Property will be subject to the Successful Proposer commencing and completing the construction of the proposed development pursuant to the development schedule submitted by the Successful Proposer and approved by Milwaukee County. In the event the Successful Proposer fails to comply with the excavation commencement date in the proposed development schedule, Milwaukee County shall have the option to reclaim the Property through its right of reverter and the Successful Proposer agrees to re-convey the Property by Warranty Deed, free and clear of all liens, encumbrances, taxes, assessments and the rights of others, except those in existence, if any, prior to the conveyance of the Property to the Successful Proposer. The foregoing deed restriction and right of reverter shall be subordinated to all financing and investment interests necessary to construct the project.

## **2.8 PERFORMANCE DEPOSIT**

The Successful Proposer shall submit to Milwaukee County, at or prior to closing, a Performance Deposit (“Deposit”) in the amount of \$50,000.00. The Deposit shall serve as security for the satisfactory performance of the project obligations and commitments made in response to this Request for Proposals, the terms of the development agreement entered into by the Proposer and as a guarantee for the completion of the development project approved by the City of Milwaukee. No interest will be paid on the Deposit.

## **2.9 PREVAILING WAGE**

The Successful Proposer must pay prevailing wages for all construction employees working on the project. See Milwaukee County Ordinances Section 30.02 for a list of the applicable provisions. The 2015 Prevailing Wage Rate Determination is attached as **Attachment K**. Milwaukee County will work with Developer and its General Contractor to adapt existing General Contractor wage reports to meet this requirement. Successful Proposer must provide, on a monthly basis, copies of its contractors’ and subcontractors’ weekly certified payroll reports showing compliance with this requirement, which is subject to auditing by Milwaukee County Comptroller’s Office Division of Audit Services. In addition to restitution and the possibility of being restricted from participating in future contracting opportunities with the County, a liquidated damages provision for noncompliance will be negotiated between the Successful Proposer and Milwaukee County prior to closing. The Successful Proposer will be required to utilize LCPTracker to submit these wage reports.

## **2.10 DBE GOALS AND REPORTING**

It is the policy of Milwaukee County to ensure that Disadvantaged Business Enterprises (DBEs), certified through the Wisconsin Uniform Certification Program (WIUCP), have an equal opportunity to receive and participate in Milwaukee County contracting opportunities.

The successful proposal will be required to meet a goal of 25% DBE participation for construction expenditures (includes architectural/engineering) and 17% DBE participation for professional services expenditures (“Minimum DBE Goal”). To satisfy this requirement, proposer must meet or exceed the goal, or demonstrate that it made a “good faith effort” to reach the goal (“Minimum Good Faith Efforts”). Minimum Good Faith Efforts will be determined on a project basis, but include primarily outreach and advertising requirements to reach DBE markets and negotiation practices to make DBE participation more likely. On a monthly basis during the course of the project, the Successful Proposer will be required to report which DBE’s bid on the project, report on which DBE’s were committed to a contract, and to submit DBE Utilization Reports and DBE Payments Certification (“DBE Forms”). Copies of these forms are available at <http://county.milwaukee.gov/cbdp/ComplianceServices.htm> and included in **Attachment L**. The Successful Proposer will be required to utilize B2Gnow to submit these monthly reports to Milwaukee County.

Prior to closing, the Successful Proposer will enter an agreement with Milwaukee County, similar to the template attached in **Attachment M**, to ensure compliance with its provision of the community benefits set forth in this RFP. The agreement will include a PERC Compliance Plan containing tailored DBE provisions outlining the Minimum DBE Goal percentages specified above and Minimum Good Faith Efforts. The PERC Compliance Plan will include monthly reporting on the DBE Forms, which are subject to auditing by Milwaukee County Community Business Development Partners department. A liquidated damages provision for noncompliance will also be negotiated.

## **2.11 WORKFORCE GOALS AND REPORTING**

It is the policy of Milwaukee County to ensure that its local workforce has an equal opportunity to participate in Milwaukee County contracting opportunities, and to ensure that apprenticeship and training opportunities are available to enhance the quality of the local workforce.

If the Successful Proposer desires to be eligible for points for a Residential Hiring Goal and an Apprenticeship/Job Training Goal, pursuant to Sections 3.4.9 and 3.4.10, then wages and hours paid on the Successful Proposer’s project must be tracked to ensure compliance with Successful Proposer’s stated goals as provided in Sections 3.4.9 and 3.4.10 below. Successful Proposer must provide, on a monthly basis, copies of the General Contractor’s weekly payroll reports to show compliance with these goals, which are subject to auditing by Milwaukee County Comptroller’s Office Division of Audit Services. Such payroll reports must contain addresses for purposes of tracking residency and information related to the employees’ status with regards to being an apprentice or having been enrolled in a job training program. Employee affidavits and proof of residency will also be required. If claiming points in Section 3.4.9 or 3.4.10 below, a liquidated damages provision for noncompliance will be negotiated between the Successful

Proposer and Milwaukee County prior to closing. The Successful Proposer will be required to utilize LCPTracker to submit these reports.

Prior to closing, Successful Proposer will enter an agreement with Milwaukee County, similar to the template attached in **Attachment M**, to ensure compliance with its provision of the community benefits set forth in this RFP. The agreement will include a PERC Compliance Plan containing tailored residential hiring and workforce (apprenticeship/job training) participation provisions to help Successful Proposer meet or exceed its goals and outline what might be considered a good faith effort in the event the goals are not achieved.

## **2.12 DEVELOPMENT AGREEMENT**

Successful Proposer will be required to enter into a Development Agreement (see **Attachment N**), as part of the Successful Proposer closing. The Development Agreement will include, but not be limited to, the project make-up, the commitments, obligations and a guarantee by the Successful Proposer, the schedule of the development project, the project design approved by the County, as well as the DBE, Prevailing Wage and Workforce Hiring (Residential and Apprenticeship/Job Training) requirements. The attached Development Agreement is a model and will be negotiated with the selected proposer to reflect the actual proposal. Modifications may be made as part of the negotiations between Successful Proposer and County prior to closing, which may include without limitation, modifications to reporting mechanisms.

## **2.13 GRANT OF OPTION**

The requirements of this section 2.13 are in addition to the Performance Deposit required in section 2.8 above.

Upon approval of a Successful Proposer by , the Successful Proposer will be granted a nonassignable twelve (12) month option to purchase (sample attached as **Attachment O**). The option period shall be used by the Proposer to satisfy or obtain any or all purchase and development requirements, tenant/financing commitments, approvals or licenses/permits from the City of Milwaukee and/or other regulatory agencies. Successful Proposer shall exercise the option on or before the expiration of the twelve-month option period and close the purchase within thirty (30) days thereafter. The Successful Proposer shall pay a \$50,000 option fee in the form of a certified cashier's check or money order for the twelve-month option period. The \$50,000 option fee shall be credited against the purchase price at closing, but is nonrefundable if the sale does not close. The Successful Proposer shall, at its option, be granted two additional six (6) month extensions after the initial twelve-month option period. The Successful Proposer shall pay a nonrefundable option extension fee of \$25,000 for each additional six-month extension. Each six-month extension will increase the purchase price by \$12,500 (one half the option extension fee), pursuant to CB Resolution 08-30(a)(d).

Any extensions beyond the twenty-four (24) month option period must be recertified pursuant to Wis. Stat. 59.17(2)(b)3 taking into consideration the reasons expressed by the Successful Proposer for requesting the extension. The calculation of the time value of money using the

increased purchase price, the duration of the option, and appropriate market rate of return shall be utilized to establish the option extension fee. Whether the option extension fees paid are credited against the purchase price or further increase the purchase price shall be decided at the time Successful Proposer makes the extension request by Milwaukee County.

**In the event the Successful Proposer does not exercise the option and finalize the purchase of the Property, 100% of all option fees paid (including those fees that increased the purchase price) will not be refunded.**

## **2.14 PROPERTY CLOSING**

Closing the sale is contingent on the completion of the following items to the satisfaction of Milwaukee County:

- Approval of the project design by the City of Milwaukee (with City permit to commence construction, if available). Final design shall be substantially consistent with the proposal certified pursuant to Wis. Stats. § 59.17(2)(b)3, which states that a majority of the following parties must sign a document certifying that they believe the sale is in the county's best interests: the county executive (or his or her designee), the county comptroller (or his or her designee), and an individual appointed by the executive council pursuant to Wis. Stat. § 59.17(2)(b)3.
- Project financing satisfactory to Milwaukee County.
- Executed Development Agreement, including DBE, Prevailing Wage and Workforce goals and a PERC Compliance Plan.

## **2.15 PERC OVERVIEW**

The Property is subject to the Park East Development Compact (PERC). The PERC has requirements of both the Successful Proposer and the County. The County's commitment includes off-site affordable housing, an economic development loan fund and a work force initiative that are separate from any requirements of the Successful Proposer. The Successful Proposer's obligations under the PERC are the Prevailing Wage Requirement (see Section 2.9), DBE Goal (see Sections 2.10 and 3.4.8), Local Workforce (Residential) Hiring Goals (see Sections 2.11 and 3.4.9), and Workforce Apprenticeship/Training Goals (See Sections 2.11 and 3.4.10). For your reference, a complete copy of the PERC is attached as **Attachment P**.

## **2.16 BROKER INCENTIVES**

Qualified brokers, as described below, will receive a commission of \$50,000 per acre, prorated on a hundredth of an acre basis, provided a broker registration form, attached as **Attachment Q**, is submitted with this RFP. Receipt of the brokerage fee will be contingent upon the existence of the signed registration letter, the broker being licensed in the State of Wisconsin, the broker not being a principal of its client or any entity having an ownership interest in its client and the land sale closing within 24 months of a signed Option to Purchase.

## **SECTION 3 – PROCESS AND CONTENT OF PROPOSAL**

### **3.1 PRE-PROPOSAL CONFERENCE**

Because this is a rolling RFP there will not be a Pre-Proposal Conference. Extensive information on the property and the process can be found at: [www.parkeastmke.com](http://www.parkeastmke.com)

### **3.2 PROPOSAL QUESTIONS**

This RFP is issued by the Milwaukee County Department of Administrative Services – Economic Development Department. Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to the RFP Contact/Administrator as provided in Information Summary Sheet.

Questions sent to anyone other than the RFP Contact/Administrator will not be considered.

Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's Economic Development website and the Park East website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

The RFP Contact/Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding. Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

### **3.3 PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT**

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, it must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website and the Park East website; it is the responsibility of proposers to check the website for any amendments prior to the RFP submission date. All amendments must be acknowledged on the Sworn Statement of Bidder form. Failure to do so may result in the response being rejected.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

### **3.4 PROPOSAL SUBMISSION**

This is a rolling RFP, designed to seek proposals for the redevelopment of the remaining Park East lands on a continuous basis until all parcels are under option. Every 1st Monday of the month at 2:00 p.m., beginning February 1, 2016, will be the deadline for consideration in that RFP review period. Proposals submitted after 2:00 p.m. on a deadline day will be held over, unopened, until the next submission date, without exception.

Proposers must submit one (1) original paper copy with signatures, and seven (7) copies of the RFP response in sealed envelopes. The Proposer must also include a PDF copy of the proposal on a CD or DVD.

Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound. The copies should be bound by staple, binder clip or in a three-ring binder. Spiral, wire or comb bound copies are not acceptable.

Responses should be identified in the lower left corner as follows:

Response To: Acquisition and Development of Block 12, Lot B  
Park East, Milwaukee Wisconsin  
RFP #: 7075  
DEADLINE DATE: (See schedule included on the Information Summary Sheet for appropriate date)

*Please note that if hand delivering proposals allow adequate time for travel, parking, and security screening.*

The proposal shall specifically provide the following:

#### **3.4.1 TITLE PAGE AND TRANSMITTAL**

Request 1: Proposers shall provide a title page listing the RFP number and subject, name of the company and date.

Request 2: A signed letter of transmittal shall accompany the proposal that provides an understanding of the agreement to be made with the County and the name, title

and contact information for the individual(s) who are authorized to make representations and enter into any agreement on behalf of the proposer.

Request 3: Signed Attachments A-E.

Request 4: Signed Attachment R, if a proposer is represented by a qualified broker.

### **3.4.2 PURCHASE PRICE**

Request 5: Proposers shall complete and submit Attachment F in a separate sealed envelope.

### **3.4.3 QUALIFICATIONS**

Request 6: For each member of the Proposer's development team, the Proposer shall provide a narrative that identifies the name and entity type of each member of the development team (i.e. LLC, LLP, etc.), and the managing member or partner of each. Provide a summary of the expertise, background and experience each development team member possesses to complete the proposed development. Describe any comparable development projects completed by the individuals and/or development team.

### **3.4.4 PROJECT DESCRIPTION**

#### **A. NARRATIVE**

Request 7: Proposers shall provide a project narrative indicating the type and/or mix of the development being proposed. If housing is included as a part of the proposed project please indicate what percentage of units, if any, are designated for families that are at income levels of 80% or below the County Median Income. Including any housing, or any affordable housing, is not a requirement of the RFP.

#### **B. PLANS**

Request 8: Proposers shall provide a narrative of the architectural and site plans. The narrative should address the aesthetic design quality of the project and architectural interest/compatibility of the proposed development, including the type and quality of building materials, the extent of landscaping and the extent to which the proposed development enhances the surrounding neighborhood. If available, proposers may also include (a) site plan(s) depicting building areas, open/green spaces, parking, loading, pedestrian and vehicular circulation, site ingress/egress, site landscaping and streetscaping, (b) floor plans, and (c) elevations.

#### **C. PROJECT SCHEDULE**

Request 9: Proposers shall provide an estimated schedule of the proposed development, including but not limited to, the excavation commencement and

completion dates and the completion date of the entire project. If the project is going to be phased, a schedule for the phasing should also be included.

#### **3.4.5 FINANCIAL FEASIBILITY**

Request 10: Proposers shall provide a narrative of the financial feasibility of the project and supporting documentation, if applicable. Supporting documentation may include letters of interest from lenders or investors on the current project, letters of reference from lenders or investors on previous projects, and a market study if available. At a minimum the submittal should include (a) sources and uses statement (i.e. financing sources and development costs), and (b) operating proforma with debt service coverage, if applicable. If a financial gap is included as part of the sources, then an explanation of what gap sources will be sought out and the status of each is suggested (i.e. not yet applied, awaiting approval, awarded).

#### **3.4.6 ZONING READINESS**

Request 11: Proposers shall provide a narrative indicating the compatibility of the proposed use with the adjacent land uses and compliance with the City of Milwaukee Redevelopment Plan, the associated Development Code, and the City of Milwaukee Zoning Ordinance. Specifically, please address whether a zoning amendment is required and if so indicate whether there is municipal support for such amendment. (e.g. a letter from municipality or local elected representatives in support of the project).

#### **3.4.7 GREEN DESIGN**

Request 12: Proposers shall provide a narrative indicating what green design elements are included in the project. Specifically identify what, if any, energy efficiency and storm water management design elements are included, and whether space has been reserved to promote transportation alternatives like BikeShare kiosks, Milwaukee County Transit System (MCTS) bus stops, or a Milwaukee Streetcar boarding area. Please indicate if the project is being designed for a LEED or other green certification.

#### **3.4.8 DBE GOAL AND PLAN**

Request 13: Proposer shall provide a narrative of experience meeting DBE Goals or similar goals in the past, proposer's past willingness and experience in exceeding minimum goals, and proposer's plan to at least meet the Minimum DBE Goal and Minimum Good Faith Effort. A third party contractor to complete the monitoring is not a requirement.

### **3.4.9 WORKFORCE: RESIDENTIAL HIRING GOAL AND PLAN**

Request 14: Proposer shall provide a narrative of its residential hiring goal for Milwaukee County residents and strategy for implementation, if any. The narrative should specifically address the percentage goal (in terms of total worker hours) and how that goal will be monitored, reported and achieved. A third party contractor to complete the monitoring is not a requirement. Please also provide a description of your ability to meet residential hiring goals or similar goals on previous projects.

### **3.4.10 WORKFORCE: APPRENTICESHIP AND TRAINING OPPORTUNITIES GOAL AND PLAN**

Request 15: Proposer shall provide a narrative of its apprenticeship and training goal and strategy for implementation, if any. The narrative should specifically address the percentage goal (in terms of total worker hours) and how that goal will be monitored, reported and achieved. A third party contractor to complete the monitoring is not a requirement. Please also provide a description of your ability to meet apprenticeship and training goals or similar goals on previous projects.

### **3.4.11 PROJECTED TAX BASE**

Request 16: Proposers shall provide a projection of the assessed value created by the proposed project for property tax purposes. The projection shall include a narrative of why the projection is reasonable.

### **3.4.12 PROJECTED JOBS CREATED**

Request 17: Proposers shall provide a projection of the number of expected construction jobs and permanent jobs, whether they are full or part-time jobs and the respective wages and benefits of each. The projection shall include a narrative of why the projection is reasonable.

## **3.5 DRAFT OF DEVELOPMENT AGREEMENT AND OPTION**

Request 18: Enclosed is a draft of the proposed Development Agreement (see **Attachment O**) and Option (see **Attachment P**). All proposers shall review the draft agreements and confirm in the proposals their ability to comply with all material requirements. Any material exceptions shall be provided in writing noting the section of the agreement and the specific exception being taken. Any material exceptions to the draft agreements identified by any proposer are not part of the evaluation process, as any resulting agreement is subject to negotiation with the successful proposer. In the absence of any such material exceptions noted by proposer, Milwaukee County expects the winning proposer to execute a contract in substantially the same form as the attached draft contract.

Milwaukee County intends to incorporate the response to this RFP as an attachment to any resulting Development Agreement.

## SECTION 4 - CRITERIA FOR EVALUATION

### 4.1 EVALUATION PROCESS

Proposals that do not comply with submittal instructions established in this document or do not include the required information may be rejected as insufficient or non-responsive. Milwaukee County reserves the right to waive a requirement when it is in its best interests to do so. The Proposer must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

A Committee will be established by the Economic Development Director of Milwaukee County to evaluate all responsive proposals and to make a recommendation on each of the proposals.

Oral presentations may be requested by the Economic Development Director of Milwaukee County. If oral presentations are requested, bidders will be notified at least one week in advance of when the presentations are to take place and what information should be provided. Typically, the presentations will occur 2-3 weeks after a round of proposals has been submitted. However, Milwaukee County reserves the right to modify this timeline as necessary.

Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer, though Milwaukee County reserves the right to make an offer based on the original submitted proposal.

The award of the contract, if made, shall be with a proposer whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded, up to and through final certification pursuant to Wis. Stats. 59.17(2)(b)3.

### 4.2 EVALUATION CRITERIA

The Committee shall conduct its evaluation of the merit of the proposals submitted. The process involves applying the evaluation criteria to assess the buyer/developer.

The criteria that will be used by the Committee for the evaluation of the proposals for this RFP are listed below.

Purchase Price 0 – 50 points

*All proposals will receive a score relative to the best purchase price offered by all other responders.*

Qualifications and Experience 0 – 50 points

*All proposals will receive a score, as determined by the Committee, relative to the qualifications and experience of other responders. Criteria to be considered include, but*

*are not limited to, experience in developing, financing or managing a project of similar scale.*

**Project Description & Design**

0 – 50 points

*All proposals will receive a score, as determined by the Committee, relative to the description and design of other responders. Criteria to be considered include, but are not limited to, the quality of materials proposed and aesthetic design, and whether the design is consistent with the Park East Redevelopment Plan.*

**Financial Feasibility**

0 – 50 points

*All proposals will receive a score, as determined by the Committee, relative to the financial feasibility of other responders. Criteria to be considered include, but are not limited to, the responders experience in obtaining similar financing/investment, any existing financing commitments, the amount of any financing gap, the reasonableness of financing assumptions (i.e. loan and investment terms), and the reasonableness of market demand, construction and operating assumptions.*

**Zoning Readiness**

0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the zoning readiness of other responders. Criteria to be considered include, but are not limited to, whether the proposal meets existing zoning standards, or whether any expected zoning change has municipal support.*

**Green Design**

0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the green design of other responders. Criteria to be considered include, but are not limited to, the responder's experience in implementing green design in previous projects, whether alternative transportation elements have been included, and the proposals treatment of energy efficiency, storm water and other expected LEED certifications, if any.*

**DBE Experience**

0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the DBE Experience of other responders. Criteria to be considered include, but are not limited to, the responder's experience in implementing DBE or similar goals in the past and the responder's*

*willingness and experience in exceeding DBE or similar goals.*

Workforce: Residential Hiring Goal & Plan 0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the Residential Hiring Goal & Plan of other responders. Criteria to be considered include, but are not limited to, the responders experience in implementing residential hiring or similar goals in the past, the goal of residential hiring for the project, and the comprehensive nature of the residential hiring plan.*

Workforce: Apprenticeship and Training Goal & Plan 0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the Apprenticeship & Training Goal and Plan of other responders. Criteria to be considered include, but are not limited to, the responders experience in implementing apprenticeship and job training goals or similar goals in the past, the goal of apprenticeship and job training for the project, and the comprehensive nature of the apprenticeship and job training plan.*

Projected Tax Base 0 – 25 points

*Any tax exempt proposal will receive zero points. All other proposals will receive a score, as determined by the Committee, relative to the projected tax base by other responders. Criteria to be considered include, but are not limited to, the amount of tax base created and the clarity and reasonableness of the projection.*

Projected Jobs Created 0 – 25 points

*All proposals will receive a score, as determined by the Committee, relative to the projected number of jobs created by other responders. Criteria to be considered include, but are not limited to, the amount of jobs projected (both temporary construction and permanent), the clarity and reasonableness of the projection, percentage of full time vs. part time jobs, and the associated wages and benefits of each.*

Total Points Available 375 points

Milwaukee County reserves the right to select a proposer for contract award based upon the proposer's proposal without further discussion.

Should, however, Milwaukee County find that further discussion would benefit Milwaukee County, Milwaukee County reserves the right to conduct discussions and will notify responsible proposer(s). When in the best interest of Milwaukee County, Milwaukee County may permit qualified proposer(s) to revise their proposals by submitting “Best and Final” offers.

#### **4.3 DETERMINATION**

Following evaluation, the Committee will make a recommendation to the Economic Development Director of Milwaukee County of the proposer(s) whose proposal is determined to provide the best value to Milwaukee County. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the highest. If the Committee believes none of the proposals are in the best interests of the County, it shall recommend that no selection be made.

#### **4.4 AWARD PROCESS**

If a Successful Proposer is identified, an Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the Successful Proposer(s), at its option, regarding the terms of a contract and other issues to be incorporated into the contract (“Negotiated Award”).

In the event that a Negotiated Award cannot be made with the initial Successful Proposer, Milwaukee County reserves the right to proceed with contract negotiations with any other responder to the initial request for proposal (“Secondary Negotiated Award”).

In the event that within 30 days after the close of the RFP, Milwaukee County is not able to make a Negotiated Award or a Secondary Negotiated Award, then Milwaukee County may proceed with contract negotiations with any party, regardless of whether such party responded to the initial RFP (“Open RFP Award”).

Prior to agreement issuance of a Negotiated Award or a Secondary Negotiated Award, the Director of Economic Development shall make a recommendation of award of the agreement to the certifiers for their approval. An agreement will only be executed following certification of the recommendation to award the contract pursuant to Wis. Stats. § 59.17(2)(b)3.

## **SECTION 5 - PROPOSAL TERMS AND CONDITIONS**

### **5.1 FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY**

Successful Proposer shall maintain their availability to close this transaction for a period of six (6) months after submitting its proposal. Successful Proposer is expected to perform planning and implementation activities prior to closing. Milwaukee County will not reimburse for these costs.

### **5.2 NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS**

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

### **5.3 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS**

Successful Proposer will be required to enter into an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

Successful Proposer will at all times be in compliance with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances as they relate to its execution and performance of the agreement.

### **5.4 ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS**

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy.

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material.

Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates.

Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals.

Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

## **5.5 DISCLOSURE OF RFP INFORMATION**

All materials submitted become the property of Milwaukee County.

Any restriction on the use of data contained within a request must be clearly stated in the RFP itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the RFP process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment E – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for

confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

## **5.6 PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL**

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with the successful proposer within the scope of the RFP in the best interests of Milwaukee County.

Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation.

Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the county's request for clarifying information in the course of evaluation and/or selection under the RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated. Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County.

Prior to the date and time set forth in the Proposal Receipt Deadline, proposals may be withdrawn by the proposer's authorized representative via e-mail to the RFP Contact/Administrator. Modification of submitted proposals via e-mail to the RFP Contact/Administrator is not permitted, but a proposer may resubmit a proposal that has been withdrawn, so long as the new submittal is received prior to the Proposal Receipt Deadline. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

## **5.7 INCURRED EXPENSES**

Milwaukee County shall not be responsible for any cost or expense incurred by the Proposers preparing and submitting a proposal nor any cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by Proposer's legal counsel during any and all phases of the RFP process, any

appeal or administrative review process, and prior to certification of a contract award.

## **5.8 PROTEST AND APPEALS PROCEDURES**

Protests and appeals related to this RFP after issuance of an “Intent to Award” are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110, (Available at [http://www.municode.com/Library/WI/Milwaukee\\_County](http://www.municode.com/Library/WI/Milwaukee_County)).

## **5.9 CODE OF ETHICS**

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

*“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”*

## **5.10 FEDERAL REGULATIONS**

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal laws and regulations.