

**CITY OF MILWAUKEE
DEPARTMENT OF NEIGHBORHOOD SERVICES**

REQUEST FOR PROPOSALS

**ASSET SALVAGE AND SALVAGE MARKETING RIGHTS TO
CITY-OWNED PROPERTIES**

This request for proposal consists of 12 pages including this cover sheet.

**Proposals will be accepted no later than 9:00 a.m. Central time, June 17,
2014. Proposals received after this time will not be accepted.**



INDEX

	Page
Official Notice.....	3
Contract Specifications.....	4
Policy.....	5
Proposal Instructions & Guidelines.....	6-7
Agreement & Hold Harmless.....	8-10
Resource List.....	11
Salvage Portfolio.....	on-line

Demolition and Site Clearance General Specifications are part of these contract documents.

**CITY OF MILWAUKEE
OFFICIAL NOTICE FOR REQUEST FOR PROPOSALS (RFP)**

NOTICE IS HEREBY GIVEN by the undersigned City of MILWAUKEE Department of Neighborhood Services that it will receive proposals for ASSET SALVAGE AND SALVAGE MARKETING RIGHTS from over 100 City-owned and non-city owned properties.

RFP's will be received until 9:00 a.m., Tuesday, June 17, 2014, in the office of the Department of Neighborhood Services, Condemnation Division, 841 N Broadway, Room 105, Milwaukee WI 53202.

Specifications, proposal forms, contract documents may be obtained, free of charge, anytime from the office of the Department of Neighborhood Service, Condemnation Division, 841 N Broadway, Room 105, Milwaukee WI 53202. Contract Documents will also be available via web @ <http://city.milwaukee.gov/DemoBidInstructions3694.htm>

The Department of Neighborhood Services reserves the right to reject any or all proposals, to waive any formalities in bidding, and to award a contract in the best interest of the CITY OF MILWAUKEE.

There will be an open house conducted on JUNE 6, 2014 to view potential salvageable materials at several designated locations. Refer to the proposal documents for that location.

There will be a MANDATORY question and answer session on Tuesday, June 10, 2014, Frank P. Zeigler, Municipal Building, 841 North Broadway, 1st floor, fishbowl; Milwaukee WI 53202, @ 9:00 a.m. This will give proposers and other contractor's opportunity to network, brainstorm and receive answers to all questions that may arise as a result of this RFP.

CITY OF MILWAUKEE
Request for Proposals
Asset Salvage and Salvage Marketing from Demolition Projects

The CITY OF MILWAUKEE is soliciting proposals from individuals or organizations interested in recovering, marketing, and maintaining salvageable assets from buildings owned and scheduled to be demolished by the City of Milwaukee. The goal of the City is to allow for the recovery of reusable, recyclable, and sometimes historic building materials in a manner most beneficial to the City; to create jobs through the recovery process; to reduce the cost of deconstruction through marketing of salvaged materials; and to reduce the amount of material discarded at landfill sites.

The successful party would be required to comply with the CITY OF MILWAUKEE Policy on Asset Salvage from Demolition Projects. This policy requires insurance, an agreement indemnifying the City, and inspections by a licensed architect/engineer as necessary to assure the structure is sound and work can be performed safely.

Interested parties should review the attached Policy and related materials from the Milwaukee Department of Neighborhood Services, 841 N. Broadway, Room 105, Milwaukee, WI 53202. This information can also be downloaded from the bulletin board on the City's web page at <http://city.milwaukee.gov/ContractingOpportunities>. Proposals must be returned to Milwaukee, Department of Neighborhood Services by 9:00 a.m. Tuesday, June 17, 2014.

CITY OF MILWAUKEE
POLICY ON
ASSET SALVAGE FROM DEMOLITION PROJECTS

The CITY OF MILWAUKEE is engaged in a variety of revitalization projects and new construction developments which sometimes require the acquisition and demolition of buildings and other accessory structures. From time to time there may be assets with the older (and sometimes historic) buildings and structures which residents and community groups deem valuable and could be recovered prior to demolition and disposal. Ideally, the successful proposer will inventory, secure, salvage, and market valuable materials in addition to recycling and repurposing these materials for high-end reuse. In addition to preserving the remaining value of building materials/artifacts, there would be less material to be discarded at landfill sites.

In order to recover valuable assets and artifacts from old and/or possibly historic buildings the City shall, as a policy, offer salvage rights of buildings and structures to individuals and community groups for a multiple year period. Toward that end, the CITY OF MILWAUKEE Department of Neighborhood Services shall prepare a Request for Proposal (RFP). The RFP will be published twice, as a display advertisement, in the *Daily Reporter* and posted on the City's website in advance of the due date for submissions. The cost of public notice shall be borne by the City. Individuals and community groups shall have the appropriate insurance at the time of salvage, in a form approved by the City Attorney, and agree to sign a salvage agreement indemnifying the City of any and all damages of any kind or of any nature.

Proposals submitted to the Department of Neighborhood Services shall be administered by the Department of Neighborhood Services, Condemnation Division. The City's Salvage Rights shall be extended to the approved proposer for a period of two years. The salvage policy does not obligate the City to allow salvaging to take place if timing, safety, or other considerations interfere. In addition, the City shall have first right to review properties scheduled for demolition and to recover historical and architectural artifacts of value prior to any individual or group who possesses salvage rights from the City.

Where assets will be salvaged, the salvager will submit a work plan to the City for review before salvage activities take place. The work plan will include:

- a determination by the salvager that the building or structure is structurally sound and will safely support workers/volunteers during salvage operations
- a safety plan outlining personal protective equipment and procedures to be followed by work crews during salvage operations
- A detailed description of materials to be removed (Inventory per property address).
- Identified location and methods used to store and market salvaged materials.
- a description of how the worksite will be secured at the end of each work day and after salvage operations have been completed
- contact information for individuals responsible for supervising the work
- a time schedule for all work activities

The City may require the salvager to submit a written report prepared by a licensed architect/engineer with a determination that the building is structurally sound and that any structural elements to be removed can be done so safely.

The City may also invoice the salvager for time and materials if the City has to do any work to secure the site as a result of the failure to secure by the salvage contractor.

The salvager can proceed with the salvage operations only after the work plan has been reviewed by the City and a timetable has been mutually agreed upon.

REQUEST FOR PROPOSAL INSTRUCTIONS

1. Proposals must be received prior to 9:00 a.m. on Tuesday, June 17, 2014, at the Department of Neighborhood Services (DNS), Condemnation Division, 841 N. Broadway, Room 105, Milwaukee WI 53202.
2. Proposals must be completed in triplicate and signed by the owner or authorized agent of the company.
3. Proposals will be reviewed by the Condemnation Division.
 - a. Proposals will be rated based on:

i. Material salvaged and diverted from landfills.	20%
ii. Ability to perform	20%
iii. Number of Jobs created.	20%
iv. Compliance with Milwaukee's Residential Preference Program (RPP). (see attachment D)	15%
v. Contract value to the City of Milwaukee	15%
vi. Experience of the firm	10%
 - b. DNS may accept or reject any and all proposals, either in whole or in part, cancel this Request for Proposals (RFP) at any time; or take whatever action is necessary in the interests of the City. DNS may also request additional information from any proposer at the proposer's time and expense, request additional information and retain all proposals for record purposes, and use those materials in whatever manner it deems necessary.
 - c. Expenses: All proposers responding to this RFP do so at their sole expense and risk. The CITY OF MILWAUKEE assumes no financial or other obligation to proposers who respond to this RFP.
 - d. Confidentiality: All proposals, correspondence and records shall be considered confidential to the extent permissible under law and handled in compliance with applicable state and local laws. Any information desired to be kept confidential shall be clearly marked as such.
4. The Review Committee will make recommendation to the Commissioner on who is best suited to perform this contract.
5. Awards will be made no later than June 23, 2014.
6. The successful proposer will have first right to refusal on any deconstruction project and demolition material. DNS will pay all cost for deconstruction, at regular market price, minus the value of the salvage. Cost valuations will be established based on known market rates.

7. The successful salvage company must provide proof of comprehensive general liability insurance and auto liability insurance with limits no less than \$1,000,000 per occurrence, and Worker's Compensation (including Employer's Liability) in the amount of \$100,000 per occurrence. Copy of insurance to be delivered within 10 days of the award to the Department of Neighborhood Services.
8. Successful Salvage Company will sign a (2) two year contract with the option to renew for two additional years.
9. Successful Salvage Company will be notified when properties become available for salvage and a salvage timeline will be determined.
10. Hold Harmless Agreement will be signed by both parties before any salvage work can begin.
11. Salvage Company will have access for salvage during agreed upon timeline.
12. Salvage Company will keep property secure and keep site clean at all times during the salvage work. Properties must be secured pursuant to International Residential Code (IRC) requirements (Attachment C).

PROPOSAL GUIDELINES:

At a minimum all proposals (which may be submitted in letter form) shall include:

1. Types of materials your salvage company intends to salvage.
2. Typical work protocol, who and how salvage activities will be performed and how Salvage Company will keep property secure.
3. Typical timetable salvage company needs per structure to perform salvage activities.
4. Amount per house/ material Salvage Company is willing to pay CITY OF MILWAUKEE for salvage rights.
5. Any storage, reuses, sales, or recycle plans envisioned for the salvaged material.
6. Marketing strategy for sale, reuse, and recycling of salvaged material.
7. Employment strategy for meeting the city's RPP regulations.
8. Copy of a typical inventory statement used to track salvaged material.

Proposals may include any additional information that may be relevant to proposal.

SALVAGE RIGHTS AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2014 by and between CITY OF MILWAUKEE, OWNER, and _____ SALVAGE COMPANY, constitutes an agreement for salvage rights for CITY OF MILWAUKEE owned buildings prior to demolition.

1. Salvage Company will have the opportunity to walk through potential properties to accept or refuse salvage rights. The salvage company has five (5) business days to notify OWNER of their decision.
2. Salvage company will issue to the CITY OF MILWAUKEE in the form of a certified check for the agreed upon amount. Payments will be mailed to:

CITY OF MILWAUKEE
Department of Neighborhood Services
841 N. Broadway, Room 105
Milwaukee, WI 53202

3. Salvage Company agrees to provide the CITY OF MILWAUKEE a Certificate of Insurance in the required amounts.
4. Salvage Company will in no way render the property unsafe for demolition or deconstruction as part of the salvage operation. If necessary, the salvage contractor will provide a written report by a licensed architect/engineer with a determination that the building is structurally sound so salvage activities or other deconstruction activity can be perform. Cost of such determination will be the salvage company's responsibility.
5. Salvage Company will keep property secure and clean of debris at all times during salvage activities and after the salvage work is completed.
6. Salvage Company shall hold OWNER harmless from any loss, cost, damages, or cause of action of any type whatsoever, which may arise out of or in connection with this SALVAGE RIGHTS AGREEMENT for use of the premises by Salvage Company, its agents, assigns or other persons on the premises performing salvage activities on each property. SALVAGE COMPANY will sign Hold Harmless Agreement on each property and will abide by agreed upon time schedule.

7. It is agreed, OWNER shall have the right to claim damages against the salvage company, in the event that said Salvage Company has not complied with this agreement.
8. Salvage Company agrees not to remove from the premises any soil, vegetation, or land improvements without written permission from the OWNER.
9. Salvage Company acknowledges salvage materials from any building(s) as uninsured, as is, with no warranties expressed or implied.

It is understood that the consideration for this agreement is the promises of the respective parties herein contained.

Dated this _____ day of _____, 2014.

(Witness)

(Name) Salvage company

(Witness)

(Name) Salvage company

The above agreement is hereby accepted by the CITY OF MILWAUKEE this _____ day of _____, 2014.

BY: Art Dahlberg, Commissioner
Department of Neighborhood Services

Approved as to form and content by City Attorney

HOLD HARMLESS AGREEMENT

CITY OF MILWAUKEE, a municipal corporation, located at 841 N Broadway, Room 105, Milwaukee WI., hereby permits _____ to enter it's property located at:

_____, Milwaukee, WI, beginning the _____ day of _____ until the _____ day of _____, 20__.

The undersigned, in consideration of being granted access to the premises for the purpose of:

Salvage of building materials from above property. The Salvage company will keep property secure at all times and will clean/clear debris by the end of each day.

The salvage contractor, his agents, employees and assignees does hereby agree to release, indemnify, defend, and hold harmless CITY OF MILWAUKEE, their officials, officers, employees, and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, action, and/or causes of action of any type of nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agents or assigns. CITY OF MILWAUKEE does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Name: _____ Phone Number: _____

Address: _____

Signature: _____ Date: _____

Authorized by: _____ Date: _____

ATTACHMENT A

**City of Milwaukee, Department of Neighborhood Services
Pre-Demolition Salvage Proposal**

Organization Name: _____

Address: _____

Phone #: _____ Corporate I.D. # _____

Primary Point of Contact Person: _____

Phone: _____

Secondary Point of Contact Person: _____

Phone: _____

Complete the following questions using a separate sheet as necessary

Experience

Describe your organization's experience participating in the salvaging and/or reuse of building materials.

Describe your plan to divert the maximum amount of materials from the landfill and identify potential markets for salvaged materials.

Do you have access to a warehouse or other storage material for salvaged material?

Describe your organization's plan to use this project to create sustainable employment opportunities.

How many people will you employ salvage products from a typical duplex?

What types of products will you salvage?

What is your estimated value of salvage material from a typical duplex/from a commercial building?

ATTACHMENT A

Outreach

Explain your organization's outreach efforts and the methods you will use to network and market salvaged materials.

How will you identify local residents to participate in this program?

What agencies/service will you use to certify employees as Resident Participation Program eligible?

Budget

Please provide an estimated breakdown of time and cost your organization will budget for this project. Include wage and overhead details.

Collaboration

Please indicate if/how your organization will collaborate with other agencies, organizations or businesses. Provide detailed information about each group and their role in the salvage/reuse process.

Salvage RFP/ Timeline

Activity.	Date	Ownership/ Responsible Party	Comments
Publication of RFP	June 2, 2014	DNS	Requests for proposals published in the daily reporter and posted on-line
Open House/	June 6, 2014	DNS	Invitations sent to Known Deconstruction contractors and other interested parties. Meeting and explanations provided in Fishbowl. Also allows for networking between proposers
Questions and answers	June 10, 2014	Contractors	We anticipate a series of questions relative to liability, access, insurance indemnification, etc. These will help us improve the RFP responses.
Responses	June 13, 2014	DNS	Published and posted on the web.
Bids Due	June 17, 2014	Contractors	9:00 a.m. Tuesday Morning
Award	June 23, 2014	DNS	Close of Business. Based on rating criteria.
Alternate Award Date	June 30 2014	DNS	If no bids are received, we will troubleshoot and identify ways to solicit additional responses and/or provide incentives for potential contracts.

NOTE: Legislation has combined some \$300,000.00 in funding for deconstruction with a salvage program. We will keep these two activities separate in an attempt to maximize salvage revenue and minimize deconstruction cost. We will use profits from the salvage to offset the deconstruction cost. And/or increase the number of homes deconstructed. Deconstruction will proceed as soon as we identify a salvage contractor.

City of Milwaukee
Department of Public Works

Residents Preference Program Provisions

I. General

- A. In accordance with Chapter 309 of the Milwaukee Code of Ordinances, residents preference hiring is required for all construction contracting activities of the Department of Public Works. The ordinance requires that 40% of WORKER HOURS worked on a DPW contract be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City, except in special cases where the Commissioner of Public Works determines there is sufficient reason to impose lesser levels of participation. Further, the Commissioner of Public Works may increase the percentage of RESIDENT worker participation to more than 40% on specific contracts. For this contract, bidders are required to show that a minimum % of WORKER HOURS will be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City. Up to one-third of required worker hours may be achieved by documenting the use of UNEMPLOYED or UNDEREMPLOYED RESIDENTS on projects undertaken by the contractor where such compliance is not required, or by hiring UNEMPLOYED or UNDEREMPLOYED RESIDENTS on a full-time permanent basis for non-construction job categories connected to the project. Such adjustments must be proposed in an affidavit on a form provided by the department setting forth the facts upon which the request for adjustment is based.
- B. The contractor, prior to commencing work, shall submit an affidavit (Form I) for proof of residency for all employees utilized by the contractor and subcontractors to meet the Residents Preference Program requirements, stating that each employee is either UNEMPLOYED or UNDEREMPLOYED and is a RESIDENT of the City. The contractor shall prepare and submit accurate and timely resident utilization forms and reports to the Department of Public Works. Time Reports shall be submitted within ten (10) days following completion of work, or every three months, whichever comes first. The reports shall identify the name, address, race, gender, work classification, wage rates and hours worked of all employees utilized on the contract by the contractor and all subcontractors. Failure to submit the required forms and reports to the Department of Public Works may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until the summary of hours worked on the back of the Prime Contractor's Affidavit of Compliance is completed and on file with the Department of Public Works.
- C. During the performance of this contract the Department of Public Works reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, or if the contractor, prime or sub, submits any documents which contain any false, misleading, or fraudulent information, or if the contractor or subcontractor fail to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below.
1. Withhold payments on the contract.
 2. Terminate or cancel the contract, in whole or in part.
 3. Consider possible debarment of the contractor from bidding for a period of up to two years.
 4. Any other remedy available to the City at law or in equity.

- D. The penalty for any person, firm, or corporation knowingly engaging in fraud, misrepresentation, or in any attempt directly or indirectly, to evade the provisions of this ordinance by providing false, misleading, or fraudulent information shall, upon conviction, forfeit not less than \$1,000 or more than \$5,000 together with the costs of prosecution and, upon default of payment, shall be imprisoned in the county jail or house of correction not to exceed 90 days, or until the forfeiture costs are paid.

II. Definitions

- A. **RESIDENT** – A person who maintains his or her place of permanent abode in the City of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the City. Mere ownership of real property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitations, the location where a person votes, pays personal income taxes, or obtains a driver's license.
- B. **UNEMPLOYED or UNDEREMPLOYED** – a **RESIDENT** that has worked less than 1,200 hours in the preceding 12 months or has not worked in the preceding 30 days or, regardless of employment status, has household income at or below the federal poverty guidelines as adjusted by the Wisconsin Department of Public Instruction to define eligibility for reduced lunch in public schools. A **RESIDENT** will continue to qualify as unemployed or underemployed for five (5) years from the date he or she first participates in a contract under Chapter 309. If a **RESIDENT** becomes an apprentice for a contractor or becomes a participant in an on-the-job training program as determined by the City immediately after or in the course of performing on a particular construction contract, he or she shall continue to qualify as unemployed or underemployed for a period not exceeding 5 years from the date the person became an apprentice or participant in such on-the-job training program.
- C. **WORKER HOURS** – means the total hours worked on a construction contract by skilled and unskilled construction trade workers, whether those workers are employed by the contractor or any subcontractor. In determining the total worker hours to be furnished at a construction site, the number of hours devoted to all tasks customarily performed on a construction site shall be included, whether or not such tasks are performed on the construction site. "Worker hours" includes work performed by persons filling apprenticeships and participating in on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.

III. Residency Utilization Requirements

- A. The contractor shall utilize **UNEMPLOYED or UNDEREMPLOYED RESIDENTS** of the City in a minimum amount equal to the percentage of the **WORKER HOURS** stated in paragraph IA above.
- B. The contractor, by signing and submitting a bid, certifies that it understands the provisions of Chapter 309 and knows of and intends to comply with them, and shall ensure that all subcontractors are also informed.
- C. The contractor shall maintain, and shall ensure that all subcontractors maintain, personnel records listing the name, address, race and gender of all employees utilized for this contract and any records demonstrating that the employees utilized by the contractor in meeting the residency requirements are actual residents of the City. These records

shall be maintained for seven (7) years after the contractor has received final payment under the contract and shall be made available to the Commissioner of Public Works upon reasonable notice.

- D. Compliance with these residency requirements is an element of bid responsiveness. Failure to meet the specified residency requirements will render the bid unresponsive, and the Commissioner of Public Works may then recommend the award to the next apparent low bidder.
- E. The City recognizes the following three organizations which can be contacted for access to trained or qualified workers from the City. Other organizations or sources of qualified RESIDENTS can be used at the bidder's discretion.
 - 1. Milwaukee Urban League, located at 435 West North Avenue, Milwaukee, WI 53212. Telephone number 414-374-5850 Ext. 103, fax number 414-374-1995.
 - 2. Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208. Telephone 414-342-9787, fax number 414-342-3546.
- F. If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.
- G. Right to Appeal – All contracts awarded under ss. 7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with any applicable City ordinances relating to the participation of Emerging Business Enterprise Programs or requiring participation of City RESIDENTS. Following the opening of any bid where the Commissioner has considered compliance with such City ordinances, the Commissioner shall publish in an official City newspaper his or her determination as to the lowest responsible bidder. Any bidder who objects to the determination based on the consideration of such City Ordinances, may appeal the recommendation by filing a written appeal with the Commissioner within five (5) working days of the date of publication. The appeal shall state the specific objection to the determination, including supporting documentation, and specify an alternative determination. Any appeals that do not conform to this section shall not be considered. The Commissioner shall schedule a hearing before the Public Works Contract Appeals Committee which shall be comprised of the chair of the Economic Development Committee or his or her designee and a member of the Economic Development Committee selected by the chair and the Director of Administration or his or her designee to be held within five days of receipt of the appeal. The Public Works Contract Appeals Committee shall have the authority by majority vote to affirm or set aside the determination of the Commissioner and their decision in this regard shall be final. In the event that a timely appeal meeting the requirements of this paragraph is not filed, or the Committee affirms the Commissioner's determination following a timely appeal, the Commissioner shall make an award in accordance with his or her determination.

Contractor Name

DPW Contract No.

Employee Affidavit
Residents Preference Program

I certify that I maintain my permanent residence in the City of Milwaukee and that I vote, pay personal income tax, obtain my driver's license, etc. at _____, Milwaukee, WI _____
(Address) (Zip Code)

Residency status:

To verify my resident status, attached please find the following (check one)

- _____ Copy of my voter's certification form.
- _____ Copy of my last year's Form 1040.
- _____ Copy of my current Wisconsin Driver's License or State ID.
- _____ Copy of Other (i.e., Utility bill, Lease, etc.)

AND

Unemployment status:

I certify that I have been unemployed as follows: (Check those that apply)

- _____ I have worked less than 1,200 hours in the preceding 12 months.
- _____ I have not worked in the preceding 30 days.

OR

Underemployed status:

_____ I certify that based on the attached chart (Income Eligibility Guidelines), I am underemployed.

Print Name

Sign Name

Social Security Number

Home Telephone Number

Subscribed and sworn to me this _____ day

Of _____, _____ A.D.

My Commission Expires _____.

Notary Public Milwaukee County