OFFICIAL NOTICE # 57768

REQUEST FOR PROPOSALS INVENTORY AND GENERAL CONDITION ASSESSMENTS OF CITY OF MILWAUKEE OWNED ART

The City of Milwaukee and the City of Milwaukee Arts Board seek a contractor to conduct an inventory and general condition assessment of the City's portable art collection.

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

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

Questions regarding this RFP should be addressed to Scott Stange in writing via email at: <u>sstang@milwaukee.gov</u>. Deadline for questions regarding the RFP are due by **November 20 2017.** Any additional information and/or clarification(s) regarding this RFP will be posted on the above referenced website in the form of an addendum to this RFP by **November 22, 2017**.

DCD reserves the right to conduct interviews of the highest ranked respondent(s). Should DCD choose to proceed with interviews, Respondents must be available **December 8, 2017**, for said interviews.

Proposals are due November 30, 2017, by 11:00 a.m.

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B Designation of Confidential and Proprietary Information Form	

- B. Designation of Confidential and Proprietary Information Form
- C. Local Business Enterprise forms

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

November 7, 2017

I. Project Information / Introduction

The City of Milwaukee and the City of Milwaukee Arts Board seek a contractor to conduct an inventory and general condition assessment of the City's portable art collection. It consists of approximately 600 pieces in about 35 locations.

II. Background

The City has over the years amassed a collection of objects ranging from the original 1897 pen and ink City Hall renderings to textiles by local Hmong artists and paintings by regionally and nationally known artists. Artworks are exhibited in unique environments – from health clinics to police stations, libraries and private offices in City Hall—requiring the contractor to travel extensively throughout the city and interact directly with a diverse clientele. The current priorities are to conduct an inventory, reconcile the inventory against the existing art catalogue, provide a general condition assessment, and develop a priority list for stabilization or restoration.

III. Scope of Services, Deliverables, and References

The contractor will work with Milwaukee Arts Board staff to perform the following:

- Catalogue the objects in the City's "portable" art collection. This segment of the collection is comprised of approximately 600 objects. These are primarily twodimensional works in addition to some textiles, stained glass windows, furniture and portable sculptural works. The objects are on loan to departments located in city administrative buildings throughout the City of Milwaukee.
- 2. Work collaboratively to establish contact with borrowing departments and coordinate site visits to conduct inventory following a structured approach.
- 3. As each work is inventoried, provide a general condition report and assess conservation needs.
- 4. Ensure proper labeling, record dimensions and specific locations.
- 5. Reconcile all data with existing art collection catalogue. This includes adding digital photographs where missing, location data, condition report notes, borrower information and correcting existing data errors.
- 6. Complete and present final report to the Department of City Development and the City of Milwaukee Arts Board with analysis and recommendations for conservation based on condition assessment and general value.

IV. Project Requirements

A. Schedule – A fixed price contract will be executed with the chosen Consultant following the completion of the evaluation of the responses. The goal is to award the contract by December 12, 2017. The contract must be fully executed no later than December 27, 2017. The field work shall be completed by September 4, 2018. The final report shall be completed no later than October 1, 2018.

B. Coordination - Staff from the Department City Development (DCD) will coordinate the work of this project. For the purpose of efficiency, DCD requires that the chosen Consultant be accessible to DCD staff on a regular and as needed basis. The Consultant and DCD will establish a regular communication format through which DCD can be kept current as to the project's progress.

C. Transportation – The chosen Consultant must provide their own transportation.

D. Products - The Consultant shall provide deliverables and attend meetings as noted under the Scope of Services. All results (including work in progress) from this contract will remain the property of DCD (City of Milwaukee). DCD will have access to all other working papers or information stored on a computer or computer disk of the Consultant concerning this contract; the Consultant should check with DCD prior to destroying any working papers or information stored on a computer or computer or computer new release no information about this proposed project without DCD's prior authorization.

E. Budget – The available budget for this project is \$12,000.00

F. Insurance - Before commencing work the Consultant shall furnish DCD, for review and approval, evidence of the following insurance coverage:

<u>Coverage</u>	<u>Amounts</u>
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI (Bodily Injury) \$500,000 per occurrence \$1,000,000 aggregate PD (Property Damage) \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence

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

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

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

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

V. Proposal Submission Requirements and Selection Procedures

A. Proposal Contents

Consultants responding to this RFP must provide the following information in their proposals. Brevity is encouraged, and the elements below, excluding cover letter, staff bios and work samples, should not exceed ten (10) pages in total.

1. Title Page

The title page should include - Request for Proposal **#57768**, **Inventory Catalog and Condition Assessments of City Of Milwaukee Owned Art**, and the name of the firm(s) or the consultant team, address, telephone number, name of contact person, e-mail address, FAX number, and date. The names of those authorized to make representations on behalf of the Consultant, their titles, addresses, and phone numbers must be included.

2. Letter of Transmittal

The letter of transmittal should concisely describe the Consultant's understanding of the work to be performed. Explain the Consultant team's process, and how it proposes to completing the inventory and condition assessments of City of Milwaukee Art inventory.

3. Time and Cost

The Consultant must provide an all-inclusive cost, including all fees, materials, travel/mileage and/or reimbursables. The successful Consultant shall be expected to honor the cost schedule identified in their proposal for the duration of the contract, unless modified by mutual agreement in writing.

4. Documentation of Past Experience and Qualifications

Provide information about the Consultant's experience in working on similar projects. Information should include project summaries and descriptions of the firm/individual's involvement in the projects, the dates the work was performed, references for these projects and whether key persons assigned to these projects are still with the firm and available to work on this project.

Further, Consultant should include information regarding their knowledge of principles and practices of professional art/artifact registrations; collections management standards and procedures; principles and practices of museum records management and related data collection techniques; and ability to conduct inventory procedures with tact, ingenuity, and assertiveness.

Provide a sample of a comparable project demonstrating ability of key consultant staff assigned to the project. This sample should include an example of a condition assessment and inventory data. The work sample will not count towards the proposal page limit.

5. Staffing

The Consultant must identify the specific people/person who will manage and execute this project, their resume (s) and a description of their experience and qualifications. Consultant should confirm that these key staff have the described availability to work on the project consistent with the proposed project schedule.

6. Local Business Enterprise

RFPs that are issued on or after August 10, 2009 include a Local Business Enterprise (LBE) incentive in accordance with Section 365 of the Milwaukee Code of Ordinances. The 2 attached forms (Local Business Enterprise Program Affidavit of Compliance and the Business Property Location Form) must be filled out correctly and submitted with your proposal to be considered for

LBE status. It is the Proposer's responsibility to familiarize yourself with this ordinance prior to submitting your RFP. Information regarding LBE can be found in the attached forms and by accessing the city's web site: <u>http://city.milwaukee.gov/home</u>, under "Find it Fast" click on City Charter and Code of Ordinances, click on Table of Contents, and then scroll down to Ordinance No. 365.

B. Selection of Consultant - DCD Staff along with its community partners will evaluate proposals and assign points to each proposal based on the following criteria:

- Consultant's understanding, familiarity and success in similar types of projects, based on example projects provided (up to 35 points)
- Qualifications and experience of individuals or team assigned to project (up to 25 points)
- All-inclusive project cost, including all fees, materials, travel/mileage and/or reimbursables (up to 25 points)
- Quality of Samples (up to 15 points)

If a Local Business Enterprise (LBE) is a responsive and responsible Proposer, an additional number of points equal to 5% of the maximum number of points used in the evaluation of the RFP shall be applied to the total score attained by the LBE. If an LBE is also a City certified Small Business Enterprise (SBE), an additional number of points equal to 10% of the maximum number of points used in the evaluation of the RFP shall be applied to the total score

C. Submission Deadline - All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFP Requirements) to Scott Stange. Questions must be sent in writing **no later than November 20, 2017.** Questions initiated after **November 20, 2017,** will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet on the website referred to below in the form of an addendum to this RFP by **November 22, 2017**: <u>http://city.milwaukee.gov/DCD/RFPs</u>

Proponents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFP, and all Proponents shall be bound by such, whether or not received by the Proponent

<u>One (1) original, five (5) copies</u>, of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m.**, **November 30, 2017**. Late submissions will not be accepted.

Proposals should be mailed or delivered to: Bid Desk Department of City Development 809 N. Broadway, 2nd floor Milwaukee, WI 53202-3617

Proposal to be clearly marked: Official Notice #57768 – INVENTORY AND GENERAL CONDITION ASSESSMENTS OF CITY OF MILWAUKEE OWNED ART

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

VI. General RACM RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Department of City Development of the City of Milwaukee, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Consultant as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Consultants shall be bound by such, whether or not received by the Consultant.

2. Receipt of Proposals

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Consultants are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Consultants should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

3. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Consultant in preparing a proposal for offer to DCD confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Consultant, the Consultant will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals

DCD reserves the right to reject the proposal of any Consultant who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

5. Award of Contract

The Evaluation Committee will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the Evaluation Committee intends to select a Consultant based on the proposals received, the Evaluation Committee may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. DCD will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

DCD and the Consultant will agree on a performance and payment schedule. The Consultant will submit to DCD invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the Consultant's work product and upon acceptance by DCD of the services performed.

7. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, DCD shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Consultant under this contract shall, at the option of DCD, become the property of DCD. Notwithstanding the above, the Consultant shall not be relieved of liability to DCD for damages sustained by DCD by virtue of any breach of the contract by the Consultant.

8. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, RACM is exempt from Wisconsin Use and Sales Tax. Consultants, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Consultant. Consultants are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

9. Request for Proposal

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Consultant regarding the status of his response. However, DCD reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

10. Miscellaneous

DCD (City of Milwaukee) reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. DCD (City) will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Evaluation Committee, and/or DCD (City of Milwaukee) has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity

The Consultant agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Consultant must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Indemnification

The Consultant agrees that it will indemnify, save and hold harmless DCD and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against DCD or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Consultant or any of its agents, servants, employees or subcontractors.

RACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Consultant or any of its agents, servants, employees or subcontractors, to the Consultant or its insurer and, upon such tender, it shall be the duty of the Consultant and its insurer to defend such claim or action without cost or expense to RACM.

13. Slavery Disclosure

The successful Consultant will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

14. Ethics

It is the policy of the Department of City Development, Redevelopment Authority (DCD-RACM), that contracts shall not be awarded to any consultant team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

15. Wisconsin Public Records Law

Both parties understand that the Redevelopment Authority of the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist the Redevelopment Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the Redevelopment Authority harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

ATTACHMENT A

AFFIDAVIT OF NO INTEREST

STATE OF WISCONSIN]] SS MILWAUKEE COUNTY]

______, being first duly sworn, on oath deposes and says that he/she is the agent of the _______, Consultant, for the attached submission for Official Notice No. #57768, Request for Proposals, Inventory and General Condition Assessments of City of Milwaukee Owned Art

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

(Signature)

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

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

ATTACHMENT B

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to DCD's Request for Proposals No. 57768 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to DCD under a pledge of confidentiality. 1 would not have submitted this information had DCD not pledged to keep it confidential* and request that the following pages not be released:

Section Page Topic

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: DCD, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

DCD will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable DCD procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to DCD, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

DCD's preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation becomes the property of DCD, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract. Rev. 8/09



DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM AFFIDAVIT OF COMPLIANCE

IMPORTANT: This form must be submitted with your bid to be considered for LBE status.

Bid/RFP #:	
Company Name:	
Address:	
City, State, Zip	

This signed and notarized affidavit of compliance will be the contractor's sworn statement that the business satisfies all of the following criteria:

- 1. Operates a business, or owns or leases property within the geographical boundaries of the City of Milwaukee. Post office boxes shall not suffice to establish status as a Local Business Enterprise.
- 2. A residential address may suffice to establish compliance as a Local Business Enterprise, but only if the business does not operate another business, or own or lease other real property, either within or outside the geographical boundaries of the City of Milwaukee.
- 3. Leased property shall not suffice to establish compliance as a Local Business Enterprise unless at least half of the acreage of all the real property owned or leased by the business is located within the geographical boundaries of the City of Milwaukee.
- 4. Has been doing business in the City of Milwaukee for at least one (1) year.
- 5. The business is not delinquent in the payment of any local taxes, charges or fees, or the business has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement.
- 6. The business will perform at least 10% of the monetary value of the work required under the contract.

<u>IMPORTANT</u>: Is your business certified as a Small Business Enterprise (SBE) with the City of Milwaukee? Please Select: _____Yes or ____No

NOTE: If you are the primary owner of more than one business location and the other business location(s) is not located within the geographical boundaries of the City of Milwaukee, the business you are seeking to qualify as a Local Business Enterprise must serve as the primary functionally operational entity that is capable of providing the required services, commodities, or supplies for the purposes of this Bid/RFP. If you own more than one business, please list the name of the business(es) and their addresses on the "Business Property Location" form.

<u>SITE VISITS</u>: Please note the contractor agrees to allow the City to verify Local Business Enterprise status by allowing City Staff to visit the operation(s) of the business that is seeking Local Business Enterprise status at any time without notice, in an effort to maintain the integrity of the City's bidding process.

I hereby declare compliance with the City of Milwaukee Code of Ordinances Chapter 365.

Authorized Signature:	
Printed Name:	
Date:	

NOTARIZATION

Subscribed to before me on this	day of	in t	he year	, at
	County,		State.	
NOTARY PUBLIC SIGNATURE:				(SEAL)
PRINT NAME:		My commission expires:		

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL



DEPARTMENT OF ADMINISTRATION BUSINESS OPERATIONS DIVISION PROCUREMENT SERVICES SECTION

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM BUSINESS PROPERTY LOCATION FORM

Important Note: This form must be submitted with your bid to be considered for LBE status.

Bid / RFP #

Property Location 1

Name:	
Address:	
City, State, Zip	

Property Location 2

Name:	
Address:	
City, State, Zip	

Property Location 3

Name:	
Address:	
City, State, Zip	

Property Location 4

Name:	
Address:	
City, State, Zip	

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL