# CITY OF EAST LANSING, MICHIGAN
# DOWNTOWN DEVELOPMENT AUTHORITY

## NOTICE TO VENDORS/FIRMS
## REQUEST FOR PROPOSAL (RFP)

All vendors shall complete the Proposal and Award page and submit all information requested herein in the proposal document in its entirety, in order for the proposal to be responsive. Failure to do so may result in the proposal being declared non-responsive and rejected.

PROJECT NAME: 328, 334, 340 and 344 Evergreen Rental Property Management

DATE OF ISSUANCE: March 18, 2021

DATE & TIME PROPOSAL DUE: 4:00 p.m. April 2, 2021

ISSUING OFFICE: Planning, Building and Development

# TABLE OF CONTENTS


| | Page |
|---|---|
| Notice to Vendors/Firms | 1 |
| Table of Contents | 2 |
| Proposal & Award | 3 |
| Property Management Fees | 4 |
| Instructions to Consultants, Terms & Conditions | 5-10 |
| Specific Project Information: | 11-13 |
| Contents of Proposal | 13 |
| Evaluation of Proposals | 14 |


Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact Heather Pope, Department Operations Analyst at the City of East Lansing, Planning, Building and Development Department at (517) 319-6877 or hpope@cityofeastlansing.com.

# PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding all proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of East Lansing Downtown Development Authority (DDA).

I hereby state that I have read, understand, and agree to be bound by all of the terms of this proposal document.

Signature _____ Title _____

Print Name _____ Date _____

Firm Name _____

Address _____

_____

_____

Phone No.: _____

Fax No.: _____

E-mail: _____

Proposal: We propose to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the amounts stated below and agree that this document will constitute the Contract if accepted by the City of East Lansing Downtown Development Authority (DDA).

## PROPERTY MANAGEMENT FEES

| ITEM | AMOUNT PER PROPERTY | SUBTOTAL |
|---|---|---|
| Monthly Property Management Fee | $ | $ |
| Hourly All Inclusive Compensation Rate For Repairs and Maintenance | $ | $ |
| Hourly All Inclusive Compensation Rate for Ground Maintenance | $ | $ |
| Other Property Management Costs: (Please list) | $ | $ |
| | $ | $ |

Acceptance: This proposal is accepted by the City of East Lansing Downtown Development Authority

_____ Date: _____
Board Chair

Certified As to Sufficiency of Funds:

_____ Date: _____
DDA Treasurer

The City of East Lansing, by policy, has several special directives and preferences for vendors/firms. Please indicate the following:

| | | YES | NO |
|---|---|---|---|
| 1 | Is your business a small, minority, and women owned business? | | |
| 2 | Is your business a registered local or regional vendor with the City of East Lansing? | | |
| 3 | Does your business provide benefits to its employees? | | |
| 4 | If Yes to question 3., Are benefits offered to other eligible individuals (i.e. domestic partners). | | |
| | | | |

# INSTRUCTIONS TO VENDORS
# TERMS & CONDITIONS

## PROPOSALS

All proposals must be submitted following the proposal format supplied by the City of East Lansing DDA in this document and shall be subject to all requirements of this document.

The City of East Lansing DDA may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the RFP Documents, and at its option may reject the same.

The City of East Lansing, by policy, has several special directives and preferences for contractors. These include: small, minority, and women owned businesses, prevailing wage, local purchasing preference, green fleet purchasing provision, directives on environmental impacts and vendor/firms providing other eligible individual benefits. There are some exceptions for these policy directives, therefore each firm shall include in its proposal: if the firm is a small, minority or woman owned business, if any craftsman, mechanics or laborers employed receive at least the prevailing wages and fringe benefits of the Building Trades Department for classes as determined by US Department of Labor for the Ingham County area, if the firm is a registered local or regional vendor, if the firm provides benefits to its employees, and if benefits are offered to other eligible individuals (i.e. domestic partners).

Each firm shall include in its proposal, in the format requested thereof, the cost of performing the work. The prices set forth in the proposal submitted by each firm shall remain in effect for the duration stated for each phase of the project.

## SUBMITTAL OF PROPOSALS

Vendors may submit proposals hard copy or electronically.

**Electronic submission:**

The proposal documents may be submitted electronically via e-mail to hpope@cityofeastlansing.com. The subject line should clearly delineate that the message is a proposal submission and include the project name and name of the firm submitting the proposal.

The proposals shall be submitted by no later than 4 p.m., Friday, April 2, 2021.

**Hard copy submission:**
One copy of the proposal documents shall be submitted in a sealed envelope to: City of East Lansing, Dept. of Planning, Building & Development, Attention Heather Pope, 410 Abbot Road, Room 217, East Lansing, MI, 48823.

The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular professional services contract for which the proposal is offered.

The proposals shall be submitted by no later than 4 p.m. Friday, April 2, 2021.

## AWARD OF CONTRACT/REJECTION OF PROPOSALS

The contract will be awarded to the firm who provides a proposal that is most responsive to meeting both the needs of the project and the City of East Lansing DDA.

The City of East Lansing DDA reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City of East Lansing DDA. The firm to whom the award is made will be notified at the earliest possible date. All firms submitting proposals will be notified when the award is made.

The contract shall be considered executed after the City of East Lansing DDA Board Chair or other designated official signs it.

## SIGNATURES

Prior to awarding a contract, all proposals, notifications, claims and statements must be signed as follows:

> CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
>
> PARTNERSHIPS: Signatures of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing the signing to bind all partners. If all partners sign the proposal no authorization is needed.
>
> LIMITED LIABILITY COMPANY: Signature of a member, or if organized on a managing member basis, a certified copy of a resolution appointing the signer as the managing member.
>
> INDIVIDUAL: No authorization is needed.

## TYPE OF CONTRACT

It is proposed that the contract entered into as a result of this RFP will have either a lump sum; hourly rate not to exceed cost; or hourly rate with an estimated cost for those tasks noted. Negotiations may be undertaken with those firms whose proposals show them to be qualified, responsible, and capable of performing the work. The contract that may be entered into will be that one which is most advantageous to the City of East Lansing DDA, price, and other factors, considered. The City of East Lansing DDA reserves the right to consider proposals or modifications thereof received at any time before the award is made, if such action is deemed to be in the best interest of the City of East Lansing DDA.

## NO THIRD-PARTY RIGHTS

It is agreed and understood that any contract is made solely for the benefit of the City of East Lansing DDA and the Provider of Services; that it is not made for the benefit of any third party; and that no action or defense may be founded upon any contract except by the parties hereto.

## INSURANCE

The firm shall provide proof of professional liability insurance which shall insure against negligent acts, errors or omissions which occur as a result of professional services performed by the firm. If a contract is entered into, the Vendor/Firm agrees to procure and maintain during the term of this Agreement comprehensive general liability insurance. Vendor/Firm agrees to obtain and maintain during the entire term of this agreement comprehensive commercial liability insurance with limits of not less than $1 million, including coverage for personal injury, and if required by law, workers disability compensation insurance in compliance with Michigan's statutory limits. The Owner shall be named as an additional named insured on the Vendor/Firms's comprehensive commercial liability insurance and the Owner shall be provided with a certificate of insurance by the Vendor/Firms's carrier providing the Owner with 30 days prior written notice of cancellation, non-renewal, or modification of the policy terms.

## ORAL PRESENTATIONS

Vendor/Firms who submit a proposal <u>may</u> be required to make an oral presentation of their proposal to the City of East Lansing DDA. If held, these presentations will provide an opportunity for the firm(s) to clarify their proposals and to ensure mutual understanding of its contents. The City of East Lansing DDA will schedule any such presentations.

## BID AMENDMENTS & QUESTIONS

If amendments are made to the project scope or description, each firm receiving this RFP will be notified via email, or another preferred contact method, to the primary contact. That contact will also receive responses to any questions posed to City staff from a potential responding firm.

## CONTRACT EXTENSIONS

The agreement will be for a period of 12 months. The agreement may be renewed or extended by mutual agreement prior the expiration date.

## ACCEPTANCE OF PROPOSAL CONTENTS

The contents of the proposal of the successful offerer will become contractual obligations if a contract is executed. Failure of the successful firm to accept these obligations will result in cancellation of the award.

## CITY OF EAST LANSING DDA RESPONSIBILITIES

The City of East Lansing DDA will provide information as to the City of East Lansing DDA's requirements for the project and make available pertinent information which may be useful in the project work.

The City of East Lansing DDA will designate a City of East Lansing staff person to work with the property with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret, and define the City of East Lansing DDA's policies and decisions with respect to elements pertinent to the project.

The City of East Lansing DDA will examine all studies, reports, estimates, proposal, and other documents prepared by the firm and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

## CONTRACT PAYMENT SCHEDULE

The Property Manager will provide a monthly statement of receipts and expenditures for the prior month, on or before the 15th of the month in order to receive timely reimbursement for those expenditures not covered directly by owner.

## CITY OF EAST LANSING CONTRACT REQUIREMENTS

The following City of East Lansing Contract requirements will be included in the contract (some exclusions may apply):

**Civil Rights Ordinance.** Vendor/firm agrees that it will comply with the City's

Civil Rights Ordinance, Article II, Chapter 22 of the Code of the City of East Lansing, which in part requires that an employer not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment including benefit plan or system, or a matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity or expression, or student status, because of the use by an individual of adaptive devices or aids, or because of an arrest record when a conviction did not result, except as allowed under Section 22-33(b)(6) of Chapter 22. Further, for contracts in which the total contract price will be $20,000.00 or more, the City's Civil Rights ordinance also prohibits discrimination on the basis of marital status, sexual orientation, or gender identity or expression by the Vendor/firm failing to provide employment benefits for employees with domestic partners that it otherwise provides for the spouse of a married employee. An employer may apply to the City Human Relations Commission for an exemption on the basis that religion, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity or expression, or student status is a bona fide occupational qualification reasonably necessary to the normal operation of the business or enterprise. These requirements of Article II, Chapter 22, shall be considered material terms of this Agreement, and breach of any of these requirements will be regarded as a material breach of this Agreement.

**Independent Contractors.** The parties agree that Contractor is an independent contractor as that term is commonly used and Contractor's employees are not and shall not be considered subcontractors or employees of the City and has no authority to bind the City in any manner. Contractor shall be solely responsible for the withholding and reporting of all federal, state, and local income and employment taxes. Contractor acknowledges that it is not insured in any manner through the City for any bodily injury, personal injury, or property loss whatsoever.

**Limitation of Liability.** Except for indemnification pursuant to this agreement, neither party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

**Indemnity.** Contractor shall, to the fullest extent permitted by law pursuant to MCL 691.991(2), defend, indemnify and hold harmless the City, and its elected and appointed officers, agents, servants, and employees from any and all claims, damages, losses, expenses, liability, judgment, or liens, including reasonable attorney fees and other costs of defense arising out of any acts, errors or omissions or the discharge, release or escape of contaminants or hazardous substances by Contractor or by anyone acting on their behalf under or in any

matter connected with this agreement. Contractor's obligations to indemnify the City shall survive the expiration, non-renewal, or termination of this Agreement.

**Liability Insurance.** Contractor shall obtain and maintain in full force and effect during the entire term of this agreement a policy of comprehensive general liability insurance, including professional errors and omissions, with limits of liability of not less than $1,000,000 and workers disability compensation insurance in compliance with Michigan's statutory limits, and shall provide a certificate of insurance to the City naming the City as a certificate holder, which certificate shall provide that the City shall receive at least 30 days prior written notice of cancellation or nonrenewal of such insurance.

Owner agrees to procure and maintain during the term of this Agreement comprehensive general liability insurance. Manager agrees to obtain and maintain during the entire term of this agreement comprehensive commercial liability insurance with limits of not less than $1 million, including coverage for personal injury, and if required by law, workers disability compensation insurance in compliance with Michigan's statutory limits. The Owner shall be named as an additional named insured on the Manager's comprehensive commercial liability insurance and the Owner shall be provided with a certificate of insurance by the Manager's carrier providing the Owner with 30 days prior written notice of cancellation, non-renewal, or modification of the policy terms.

**Non-Assignment.** The parties agree that there shall be no authority on the part of Contractor to subcontract, assign, or otherwise dispose of any portion of the services to be performed herein without the prior written approval of the City. In the event that the City approves a subcontract, assignment, or disposition, Contractor solely shall be responsible for managing, directing, and paying the subcontractors or assignees, and the City shall have no obligations whatsoever toward said subcontractors or assignees. Consent to subcontract, assign, or otherwise dispose of any portion of this Agreement shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Agreement.

**Criminal Background Investigation Requirement**

The City of East Lansing requires satisfactory completion of a criminal background investigation for all persons having access to City facilities under this Contract. The Contractor will be required to provide to the Owner a list of all employees and employees of Sub-Contractors who are proposed to be working under this Contract, within 10 days of award of Contract. This list shall include the full name and date of birth of each employee, any aliases of each employee including maiden names, and shall differentiate between employees proposed to have access to secure areas of City Hall and those who will work in other areas of City facilities. Secure areas of City Hall are those areas utilized for the administration of criminal justice and include: Dispatch, Jail, any portion of the Police Department, Probation Department, and Courts.

The City of East Lansing will investigate employees proposed to work under this Contract using the Michigan Internet Criminal History Access Tool (IChAT), the Michigan Sexual Offenders Registry and the Michigan Corrections website. In addition, employees proposed to work under this Contract who will have access to secure areas of City Hall will also be subject to investigation thru the Law Enforcement Information Network (LEIN).

Any Contractor or employee of any Contractor, who have any felony convictions, misdemeanor convictions that involve crimes against persons, or drug offenses will not be allowed to work in any City of East Lansing facility. The City of East Lansing reserves the right to limit areas of access for individual employee, to prohibit certain employees work in City facilities under this Contract, or to otherwise limit or eliminate any employees access to any City facility or portion of City facility, based on the information collected, as the City deems to be in its best interest.

**Prevailing Wage**

For Contracts greater than $20,000.00 involving construction and/or substantial remodeling of any building or part thereof, for the construction of sewer and/or water lines or parts thereof, for or on behalf of the City of East Lansing, all craftsmen, mechanics and laborers involved with such work and employed directly upon the site of the work, shall receive at least the prevailing wages and fringe benefits of the Building Trades Department for the corresponding classes of craftsmen, mechanics and laborers, as determined and published by the Davis-Bacon Division of the United States Department of labor for the Ingham County area. The foregoing provisions shall apply to all sub-contracts entered into by the Contractor. All Contractors and Sub-contractors engaged in the performance of service or work for the City of East Lansing to which the aforementioned provisions apply, shall, at the request of the City, furnish proof satisfactory to the City that the foregoing provisions are being fulfilled.

# SPECIFIC PROJECT INFORMATION

## PROPOSAL PROPERTY MANAGEMENT SERVICES
## 328, 334, 340 and 344 EVERGREEN, EAST LANSING MI

### INTRODUCTION TO PROJECT

The City of East Lansing Downtown Development Authority is seeking a property management company, to manage four single family houses, 328, 334, 340 and 344 Evergreen Ave., East Lansing. The property consists of:
328 Evergreen: Licensed for Five (5)
334 Evergreen: VACANT
340 Evergreen: Licensed for Five (5)
344 Evergreen: Licensed for Five (5)

**PROPERTY MANAGEMENT DUTIES**

The Property Manager will be responsible for the complete management of the rental units and will undertake, with its best efforts the usual and ordinary duties with respect to such management, so as to assure the continuing operation and maintenance of the buildings in compliance with all applicable laws, ordinances and regulations, including but not limited to the following:

**a.** **LEGAL AGENT**. Manager shall be listed as the Owner's legal agent on the Owner's application for a rental housing license and license to be issued to it as the new owner of a currently licensed rental unit and on any renewals thereof.

**b.** **COLLECTIONS.** Manager is authorized for the account of Owner to collect all rents or other income accruing to Owner from said property during the term of this agreement, and shall take steps as in Manager's opinion, may be proper or expedient to enforce payment thereof, and, shall institute, prosecute, and/or settle such judicial proceedings as Manager may deem proper or expedient for such purpose. Manager is authorized to bring such proceedings for the recovery of possession of any portion of such units as Manager may deem necessary; appropriate or advisable for the property management thereof. All such proceedings shall be at the expense of the Owner.

**c.** **LEASE NEGOTIATIONS.** Manager is authorized, for and on behalf of owner, to execute and deliver leases and/or rental agreements with tenants, and to conduct all negotiations for leases as well as any negotiations with tenants of, or any question or dispute which may arise under, any leases or rental agreements. All leases will be prepared and administered in compliance with section 1006 of the East Lansing Property Maintenance Code and all applicable local and state law.

**d.** **MOVE-OUT.** Manager shall supervise move-ins, including inventory commencement checklist, and move-outs including a move-out inspection to determine condition of premises and potential charges to security deposit.

**e.** **SIGNS.** Manager is authorized to display in and about the units, signs in conformity with the City's sign code that may include at least the following: "This Property Under the Management of". All signs will be placed and maintained in compliance with Chapter 32 of the East Lansing City Code and Manager will be responsible for obtaining any licenses or permits required for its sign.

**f.** **ADVERTISING AND ON-SITE PERSONNEL.** All costs of advertising incurred in connection with the units shall be borne by the Owner.

g. **REPAIRS.** Manager is authorized to make such repairs and alterations to the premises as may in Managers judgment be required to keep the premises in safe, sound, attractive and in rentable condition; the cost thereof being charged to Owner.

h. **DEPOSIT OF RENTS.** All rental payments collected by Manager shall be collected in the form of a check or money order payable to Owner and all monies collected on behalf of the Owner shall be promptly delivered to the Owner's at Department of Planning, Building and Development, Room 217, 410 Abbot Road, City of East Lansing, Michigan, for deposit. The City of East Lansing Downtown Development Authority shall place all tenants' security deposits in a separate security escrow account and shall retain control over the disbursement of the tenants' security deposit.

i. **RECEIPTS AND EXPENDITURES.** Manager will provide a monthly statement of receipts and expenditures for the prior month, on or before the 15th of the month in order to receive timely reimbursement for those expenditures not covered directly by owner.

# CONTENTS OF PROPOSAL

As a minimum each proposal shall include the following items:

## BUSINESS ORGANIZATION

State the full name and address of your organization, and if applicable, any branch offices or other subordinate elements that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership, limited liability company or corporation. If a corporation or limited liability Company, indicate the State in which you are incorporated. Provide proof or certification of license to operate in the State of Michigan. Also, please note if your organization is currently a registered local or regional vendor with the City of East Lansing.

## APPLICABLE EXPERIENCE

Include a brief description of properties you manage, similar in scope that your firm has managed in the past 5 years.

## PROJECT STAFFING

Identify the key professional personnel by skill and qualification that will be employed in the management of 328, 334, 340 and 344 Evergreen. Provide how emergency after hours, weekends, and holidays are staffed to oversee the property and take care of emergency calls and repairs/maintenance items.

## AUTHORIZED NEGOTIATIONS

Include the names and telephone numbers of those persons in your organization authorized to negotiate the proposed contract with the City of East Lansing DDA.

### CUSTOMER REFERENCES

Include three customer references with contact names, phone number and e-mail address.

### ADDITIONAL INFORMATION

The firm may also include any additional information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

## EVALUATION OF PROPOSALS

All proposals received shall be subject to an evaluation by representatives of the City of East Lansing DDA. The following factors will be considered in making the final selection:

### VERIFICATION

Will be based on the verifiable information provided about the firm, including but not limited to: entity name, principals, incorporation, licensing, and customer references.

### EXPERIENCE

Will be based upon applicable experience of the firm and key team members with similar property management experience.

### STAFF ACCESSIBILITY

Will be based upon the ability of the firm to have staff available 24/7, 365 days per year to manage the property.

### PRICE/VALUE

The City of East Lansing DDA reserves the right to negotiate a final project price and scope that provides the greatest value in regard to cost vs. services provided.