

November 2025



REVIVE

HOUSING DEVELOPMENT

Attached Housing Pilot



REQUEST FOR QUALIFICATIONS

City of Milwaukee
Department of City Development



City of Milwaukee
Department of City Development
November 2025

Cover Images

Main:

1. Pulte Homes, Carnation, WA

Thumbnails (Left to Right):

2. Greenwich Avenue Condominiums, Milwaukee, WI
3. Thistle Communities/ Allison Management, Boulder CO
4. Columbus Architectural Studio, Columbus OH

OFFICIAL NOTICE 58080

REQUEST FOR QUALIFICATIONS (RFQ) FOR:

REVIVE HOUSING DEVELOPMENT,

ATTACHED HOUSING PILOT PROGRAM

November 24, 2025

The Department of City Development (DCD) of the City of Milwaukee (the "City") is soliciting Qualification Packages to select qualified Development Teams to develop new homes in attached housing styles. The DCD anticipates selecting 3 Development Teams to construct a total of up to 25 housing units through this RFQ.

The RFQ can be found on the Department of City Development (DCD) website at the following link:

<https://city.milwaukee.gov/DCD/RFPs>

An in-person informational meeting will be conducted at 809 N Broadway, 1st Floor Boardroom on December 8, 2025, beginning at 9:00 am CST

The meeting may be viewed via Teams:

<https://tinyurl.com/yc7bw4v7>

Attendance is encouraged, either in person, via Teams, or by viewing the Teams recording.

(Additional info in the RFQ document)

The recording will be posted at the following link: **<https://city.milwaukee.gov/DCD/RFPs>**

Questions regarding the RFQ are due by 5:00 PM CST on December 16, 2025 Questions regarding this RFQ should be addressed to

Scott Stange in writing via email at: **sstang@milwaukee.gov**

An addendum, if needed, will be published no later than December 22, 2025.

Qualifications Packages are due January 16, 2026 at 11:00 AM CST

***** VIA E-MAIL – to DCDPurchasing@milwaukee.gov *****

(Additional info in the RFQ document)

The DCD reserves the right to conduct interviews of the highest ranked Development Teams. Should the DCD choose to proceed with interviews, Development Teams must be available either February 2, 2026 or February 3, 2026, for said interviews via videoconference.

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Revive Housing Development: Attached Housing Pilot Program

1. Revive Housing Development Project Overview

A. Summary

The City of Milwaukee Department of City Development (DCD) seeks Qualification Packages from qualified Development Teams for the **Revive Housing Development: Attached Housing Pilot Program** (“the Program”). The Program anticipates to provide 3 Development Teams with design subsidies and development subsidies to construct new homes in attached housing styles. The Program is intended to spur the targeted development of additional types of homeownership opportunities for low- to moderate-income (LMI) households up to 80% area median income (AMI) that are not currently being delivered in Milwaukee’s housing market. One of the main goals for the Program is the creation of home designs that can be easily replicated on local lot sizes and can be used by additional home builders throughout the city.

Development Teams interested in participating in the Program can submit a Qualification Package in response to this RFQ. Through this RFQ, the DCD anticipates selecting 3 Development Teams to work closely with the DCD throughout the design and construction processes. Development Teams will be evaluated based on demonstrated qualifications. Selected Development Teams will enter into a Contract with the DCD pursuant of the Program goals. Funding is currently available to support the development of an anticipated ~25 total units of housing through the program. Additional funding may be available in future years to provide to Development Teams to construct additional homes or to select additional Development Teams to participate in the program.

B. Background

Historically, developers in Milwaukee built a diversity of housing types that ranged in style and size from single-family bungalows to high-rise apartment units. In recent years, Milwaukee’s housing development activity has predominantly occurred via the construction of new large for-rent apartment buildings, rehabilitation of existing homes, or construction of detached single-family homes (frequently by mission-driven non-profit developers).

Resident engagement during the City of Milwaukee Comprehensive Plan Housing Element planning process indicated that there is an unmet demand for affordable homeownership that would include styles of homes such as:

- Townhomes or rowhouses
- Duplex (side-by-side or stacked)
- Cluster homes (cottage courts)
- Apartments in small multi-family buildings (condominium or cooperative units)

These styles have the additional benefits of being lower maintenance, lower cost, and supporting walkable urban neighborhoods with a diversity of housing styles.

Under the Program, the DCD will provide City-owned lots for construction of new homes, and provide a design subsidy and development subsidy to Development Teams to construct attached housing units for homeownership.

C. Mission, Values & Program Goals

1. Mission & Values:

The DCD's mission for the Program is to provide new housing opportunities through new construction. The DCD will sell City-owned vacant lots to responsible, neighborhood-focused developers to construct homes for homeownership sold on the private market.

2. Goals of the Program

- Development Teams will receive a development subsidy to construct new for-sale, affordable, owner-occupied housing, to address the development “gap” between the cost to construct the models and the after-completion market value of the housing for affordable homeownership. Homes must be sold at sale prices affordable for households with incomes up to 80% area median income (**Attachment A**).
 - ** See page 5 for **Development Subsidy Examples**.
- Development Teams will work with the DCD to develop attached housing unit designs that complement Milwaukee's neighborhoods. Other housing types may be entertained. The DCD will provide funding for architectural designs to the selected Development Teams to support the development of architectural plans that will be replicable in the City of Milwaukee.
- Development Teams (Developer & Architect) will create design concepts that will expand the local market with new housing styles that are affordable, environmentally sustainable, and lower in costs than detached single-family homes.
- Partnerships among developers with varying levels of experience to promote mentorship and capacity-building are encouraged.
- The process will include close collaboration with the DCD to support selected Development Team efforts, including coordination with City departments to achieve Program goals and supporting developer efforts in the sale of completed properties.
- The process encourages Development Teams to consider at least one home be certified under the US Department of Energy's (DOE) [Zero Energy Ready Homes \(ZERH\) standard](#) AND have all electric heating and appliances. A DOE Zero Energy Ready Home is a high-performance home that is so energy efficient that a renewable energy system could offset most or all the home's annual energy use. Each DOE Zero Energy Ready Home meets rigorous efficiency and performance criteria found in the DOE Zero Energy Ready Home National Program Requirements. Most types of new homes in the U.S. are eligible to participate in the DOE Zero Energy Ready Home program, and the homes are verified by a qualified third-party as part of the certification process.
- All new homes constructed under the program will be required to be sold to income-eligible owner-occupant buyers at or below 80% AMI. Deed restrictions requiring owner occupancy by income eligible homeowners for a minimum of 5 years will be required to be recorded by the Development Team when homes constructed through the Program are sold to homebuyers.
- The DCD expects townhomes or rowhouses to be designed in a fee-simple attached housing style (attached homes on separate lots). Duplex models where the homeowner occupant lives in one, but contain a second rental unit may also be considered.
- Buyers will be required to receive 8 hours of home-buying counseling from one of the DCD's approved non-profit home-buying counseling agencies listed in **Attachment B**. In order to facilitate this requirement, the City has established a partnership and process with agencies for the purpose of referral of buyers under the Program.

Development Subsidy Examples:

Example: Four Unit Townhome Development		
Total Development Costs:		\$ 1,240,000.00
Development Costs per Unit:		\$ 310,000.00
Estimated Sales Price per Unit (~80% AMI Household of Two):	-	\$ 205,000.00
<i>Estimated Development Subsidy per Unit:</i>		<i>\$ 105,000.00</i>

Example: Three Unit Townhome Development			
Total Development Costs:		\$ 1,050,000.00	
Development Costs per Unit:		\$ 350,000.00	
Estimated Sales Price per Unit (~80% AMI Household of Four):	-	\$ 240,000.00	
*Buyer Down Payment Assistance Source 1:	-		\$ 7,000.00
*Buyer Down Payment Assistance Source 2:	-		\$ 3,000.00
Sales Price to Qualified Buyer:	-		\$ 230,000.00
<i>Estimated Development Subsidy per Unit:</i>		<i>\$ 110,000.00</i>	
* Developers are encouraged to work with outside funding partners to provide down payment assistance to qualified buyers			

2. Budget & Financials

A. Program subsidies for selected Development Teams:

1. Design Subsidy:

Select Development Teams will be eligible for a design subsidy up to \$25,000 to create home designs to be utilized in the Program.

The DCD anticipates selecting 3 Development Teams. Design subsidy will be available to selected Development Teams to be used for architectural and engineering fees. Designs should be able to be replicated in Milwaukee neighborhoods to align with local lot sizes, development contexts, and buyer preferences.

Development Teams will be expected to work closely with the DCD during the design development process to ensure final designs are responsive to Program goals.

While the Architect will retain the copyright and ownership design model documents, the city shall be given a non-exclusive, irrevocable license to use, reproduce, and make derivative works of the drawings for future developments without further compensation to the Architect and without additional approvals.

2. **Development Subsidy:**

Development subsidies will be provided for gap financing for properties constructed under the Program. On average, development subsidies between \$90,000-\$110,000 per unit will be provided to address the development “gap” between the cost to construct the models and the after-completion market value of the housing for affordable homeownership.

A sliding scale will be utilized to recognize the differences in both construction costs and after completion market values.

Subsidies will be determined on a case-by-case basis based on individual project underwriting, including a 10% development fee per project.

Once Development Teams have been selected via this RFQ, and created home design plans approved by the DCD, they will be eligible to apply for development subsidy for individual projects.

Development subsidy process for selected Development Teams:

Development Teams will work with the DCD to select City-owned vacant lots for the proposed designs and then be required to submit a pre-construction budget detailing all costs associated with potential construction for the project (e.g., construction costs, holding costs, sales costs (as applicable)), and development fee, proof of any additional grants or subsidies, and a market analysis including anticipated sales price. The DCD will carry out a subsidy review and then enter into a contract with the Developer to transfer the lot to the Developer and formalize the amount of subsidy available for the project.

After construction completion the DCD will perform a reconciliation evaluation of total project costs.

3. **Zero Energy Ready Homes (ZERH) Subsidy:**

The City may also provide additional subsidy of up to \$40,000 for one home that proposes to meet ZERH standards to address marginal costs for this higher energy standard. (**Attachment C**)

3. **Expectations & Assumptions**

A. Development Team Expectations:

1. Qualification packages should reflect an understanding of the DCD's goals for the Program.
2. As part of their response to this RFQ, Respondents must also identify a proposed State of Wisconsin registered architect that will work with the Development Team. As noted in Section 2, the selected Respondents will be eligible for a design subsidy up to \$25,000. While the Architect will retain the copyright and ownership design model documents, the city shall be given a non-exclusive, irrevocable license to use, reproduce, and make derivative works of the drawings

for future developments without further compensation to the Architect and without additional approvals.

3. Development Teams responsibilities include site planning, entitlements, construction, marketing, and sales.
4. Development Teams will work with the City in creating the housing designs to ensure replicability and to align with Program goals. (See section 2.A.1.)
5. Development Teams will attend working group meetings to discuss financial and design development with the DCD to collaborate on strategies to identify and address barriers to achieving Program goals.
6. Development Teams will work with the DCD on marketing and outreach activities for potential homeowners during the development phase - well before anticipated housing unit completion. Upon completion, 100% of the homes created with the Program funds would be marketed and sold for homeownership to households with incomes up to 80% of AMI.
7. Based on current Program income and purchase price requirements. Development Teams should anticipate a maximum sales price of \$240,000 for homes constructed under the program. The exact amount is subject to change based on updated program limits and household size. Development Teams identifying additional sources of development subsidy or other strategies to reduce purchase prices to increase affordability are encouraged.

B. Development Team Assumptions:

The following assumptions may assist the potential Development Teams in forming their Qualification Package in response to this RFQ:

1. The DCD will be available throughout the process to guide Development Teams as needed. The DCD will use this process to identify unknown hurdles in the development process of developing missing middle housing for sale for owner occupancy, so communication from Development Team is desired.
2. Northwest Side Community Development Corporation (NWSCDC) and Milwaukee Economic Development Corporation (MEDC) are two local Community Development Financial Institutions that have indicated a willingness to provide qualified Revive Housing developers with construction financing to support the construction of homes under the Program.

If you are interested in learning more about these opportunities, please reach out to the primary contact for both agencies:

Milwaukee Economic Development Corporation
Email: info@medconline.com
Phone: (414) 269-1440

3. While the DCD will be working on updates to the Zoning Code as recommended by the Housing Element over the next year, Development Teams should base their designs on the current Zoning Code.
4. The sources of funds for the development subsidy provided by the DCD will include federal PRO Housing grant funds provided by the U.S. Department of Housing and Urban Development and/or local city funds. For projects utilizing federal funds, all applicable federal requirements will apply and be included within the agreement between City and Development Teams.

Due to the federal grant funding for this program, the Development Team may be required to pay Davis Bacon Wages for the construction activities related to the Development subsidy and Zero Energy Ready Homes subsidy, depending on the size of the final Development plan submitted and approved by the DCD. In general, the Davis-Bacon will not apply unless a development involves a residential property with 8 or more units. The Davis Bacon and related Acts require that contractors and subcontractors performing on a covered contract pay laborers and mechanics employed on the project jobsite no less than the prevailing wages and fringe benefits listed on the appropriate Davis-Bacon wage determination for corresponding classes of laborers or mechanics.

More info regarding this matter can be found at the following link:

<https://www.hudexchange.info/faqs/2252/when-do-davis-bacon-requirements-apply-to-construction-on-residential/>

5. The DCD will identify city-owned lots that will be made available to developers in the program for a nominal sale price. Developers should assume the zoning on those lots is RT3 or RT4. Selected Development Teams may propose their own site(s) for consideration as well. Development Teams pursuing fee-simple townhomes/attached single-family homes will need to prepare a Certified Survey Map to divide the land appropriated for the development.
6. Covenants associated with development and purchase subsidies will be required to be recorded at the time of sale of the homes from Developer to homebuyers to ensure homeownership and affordability over the long term. City will prepare these required documents.
7. Development Teams should demonstrate knowledge of long-term sustainability standards in their Qualification Package that improve upon the long-term affordability of the home. Examples: higher R-values for insulation, U-values for air flow, and roofing standards.
8. The selected Development Teams shall follow all applicable laws and regulations related to new construction standards. The Development Teams shall construct, maintain homes until sold, and warrant homes in full compliance with the following statutory and regulatory requirements:
 - International Residential Code
 - Wisconsin Uniform Dwelling Code
 - Milwaukee Code of Ordinances
 - Wisconsin Department of Health Services Administrative Code chapter DHS 163
 - Wisconsin Department of Natural Resources chapter NR447
 - National Emission Standards for Hazardous Air Pollutants (NESHAP)
 - Energy: 2021 International Energy Conservation Code (IECC)
 - Wisconsin Commercial Building Code
 - Environmental Review laws and regulations
 - [Zero Energy Ready Homes \(ZERH\) standard](#) - only applicable for Development Teams considering ZERH subsidy (**Attachment C**)

4. Program Requirements

Successful Development Teams will be required to enter into a Contract with the City of Milwaukee, Department of City Development. Proof of financing, capital access, grants, or subsidies for the construction work will be required prior to closing on vacant lots.

Development Team responsibilities will include, but are not limited to:

- Producing detailed schedules for planning, design, financing, construction, and maintenance activities.
- Developing a project that follows the DCD goals, guidelines, and objectives.
- Procuring all entitlements, regulatory approvals, building permits, environmental documentation, and any other required approvals and permits.
- Coordinating development activities with the necessary City agencies, including the Department of City Development, Department of Neighborhoods Services, Department of Public Works, etc.
- Devising a financing structure and securing required debt and equity for land development.
- Managing ongoing operations and maintenance of project infrastructure and land.
- Complying with all City requirements for the use of financial assistance tools.
- Initiating development as quickly as possible post-closing.
- This project is funded in part by a grant awarded by the U.S. Department of Housing and Urban Development (HUD) and, therefore, requires compliance with Section 3 goals. The Development Team shall engage Section 3 certified employees on the construction portion of the Contract. If the Development Team does not currently have enough certified Section 3 employees to meet the goals laid out in **Attachment D**, the Development Team is encouraged to partner with local organizations to meet this requirement. Organizations such as WRTP/Big Step and Employ Milwaukee may have programs that align with the Section 3 objectives and these organizations may provide assistance in connecting the Development Team with new employees that are Section 3 certified. Please also note that the awarded Development Team can self-certify existing employees who are eligible for Section 3 participation.

In exchange, the DCD will offer:

- To work with Development Teams to find suitable locations for the homes within the City's inventory and provide City-owned vacant lots for development through the Program at a nominal amount.
- Limited design subsidy.
- Assistance with development review processes and approvals.
- Development subsidies to make the project possible.

A. **Schedule and Time Frame** – The DCD anticipates entering into a Contract with the selected Development Teams as soon possible after the evaluation process is concluded. In the initial phase of the Program, the DCD anticipates working closely with selected Development Teams to create final designs that will be developed under the Program beginning in Spring of 2026. After approval of proposed designs, the DCD would target Fall of 2026 to execute sale and Development Agreements with selected Development Teams to transfer vacant lots to the Teams and memorialize the amount and terms of the development subsidy available for the home to allow Development Teams to begin construction. The DCD and the Development Teams will develop a

- more detailed project schedule during contract negotiations.
- B. **Coordination** – The DCD will coordinate this project. The Development Teams and the DCD will establish a regular communication format through which the DCD can be kept current on the progress.
 - C. **Insurance** – Before commencing work the Development Teams shall furnish the DCD, for review and approval, evidence of the insurance coverage listed in **Attachment E**.

5. Qualification Package Requirements & Development Team Selection Procedures

A. Project Schedule

The project will proceed on the following schedule:

- November 24, 2025: RFQ released
- December 8, 2025: Pre-submission information session, or, virtual Teams meeting. A recording of the Teams meeting will be available on the [City's Procurement website](#).
- December 16, 2025: Deadline to submit questions (send to scott.stange@milwaukee.gov)
- December 22, 2025: Addendum posted with answers to questions
- January 16, 2026: Deadline to submit Qualification Package in response to RFQ
- February 20, 2026: Anticipated announcement of selected Teams.
- March 2, 2026: Anticipated deadline for executing Contracts to provide design subsidy.

The DCD reserves the right to re-issue this RFQ. If funds awarded through this RFQ are recaptured because a Development Team fails to close the sale and execute a Contract by the stated deadline or meet completion benchmarks in their Contract, the DCD reserves the right to transfer additional vacant lots and award additional grant funds to successful respondents that have the capacity to complete construction of additional units by the project completion deadline.

It is anticipated that the DCD will initially select 3 Development Teams to construct a total of up to 25 housing units through this RFQ. Should additional funds become available for the Program in 2026 or future years, the Development Teams selected through this RFQ may be considered for additional development subsidy. Additionally, the DCD reserves the right to select additional Development Teams from this RFQ to participate in the program in the future should additional funds become available.

B. Development Team Selection:

In order to be selected in the Program, a principal member of the Development Team must have completed at least two projects that involved new construction or substantial rehabilitation of housing or commercial units.

Qualification Packages will be evaluated on the following 100-point scale:

1. **Experience and capacity** – ability of entity to acquire, hold, construct, and sell new construction units, including the experience and qualifications of key team members responsible for the implementation of such activities. The description of the Development Team's qualifications, the relevance of similar work cited in the proposal, and work samples will be key elements in evaluating Development Team's qualifications and experience. (0-30 points)

2. **Financial capacity** – ability to obtain financing, provide detailed budgets, and leverage additional investment to successfully complete construction. Relevance of similar work cited in the Qualification Package and work samples will be key elements in evaluating financial capacity. (0-30 points)
3. **Design quality, replicability, and sustainability** – demonstration by the Development Team’s proposed Architect and other project partners of the ability to provide quality implementable designs that could meet program needs for replicability throughout the city and sustainability considerations. Elements of evaluating quality include the depth to which the qualification package reflects an understanding of the subject matter and project goals. (0-30 points)
4. **Unique Elements of Development Plan** – beyond the construction of properties, any proposed unique strategies, or funding, or community partnerships that will be employed to meet the Program goals. (0-10 points)

The DCD reserves the right to determine the number of individual lots and amounts of development subsidy to construct new homes that each team selected through this RFQ will be awarded to best meet overall Program objectives.

In accordance with City requirements that apply to buyers of City-owned property (**MCO 304-49-6, b-1 to b-6**), proposals will be considered non-responsive and will be disqualified if any of the following apply to the Development Team or any organization/business the Development Team is associated with:

- b-1.** The prospective buyer is not delinquent in the payment of any property tax, special assessment, special charge or special tax owed to the city.
- b-2.** The city has no outstanding judgments against the prospective buyer.
- b-3.** The prospective buyer has not previously purchased other property from the city or from the redevelopment authority for which the prospective buyer failed to complete development obligations to the city or redevelopment authority.
- b-4.** The prospective buyer has no outstanding health or building code violations or orders from the health department or department of neighborhood services that are not actively being abated.
- b-5.** The prospective buyer has not been convicted of violating an order of the health department or department of neighborhood services within the past year.
- b-6.** The prospective buyer has not lost other property to property-tax foreclosure in the city within the past 5 years.

Pre-submission informational meeting:

Proponents are invited to participate in an informational meeting that will include the opportunity to ask the DCD about the RFQ. It will be held on December 8, 2025, beginning at 9:00 AM CST.

Development Teams are encouraged to attend in-person. Teams unable to attend in-person may attend a virtual Teams meeting. Access to a recording of the Teams meeting may be accessed at the following link: [City’s Procurement website](#)

C. Questions about this RFQ:

All questions and communications regarding this RFQ process and scope of services

should be submitted in writing to Scott Stange at sstang@milwaukee.gov. Questions must be sent in writing no later than December 16, 2025, at 5:00 P.M. Questions initiated after December 16, 2025, 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 RFQ by December 22, 2025: <http://city.milwaukee.gov/DCD/RFPs>.

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

D. Responding to this RFQ:

Qualification Packages must be submitted electronically to:
DCDPurchasing@milwaukee.gov

- Qualification Packages are due no later than 11:00 AM on January 16, 2026. Late submissions will not be accepted.
- Proposal Submissions are to clearly indicate in the subject line of the email submission:

OFFICIAL NOTICE 58080 REQUEST FOR QUALIFICATIONS FOR: REVIVE HOUSING DEVELOPMENT, ATTACHED HOUSING PILOT PROGRAM

The DCD cannot and does not guarantee that emailed proposals are received. Emailed proposals must be received in their entirety before the RFQ closing time.

****Please note, the size of one email cannot exceed 50MB**

1. Qualification Package Contents

Development Teams responding to this RFQ must provide the following information in their Qualification Packages. Brevity is encouraged.

a. Title Page

The title page should include – “Request for Qualification **#58080, Revive Housing Development: Attached Housing Pilot Program**,” and the name of the firm, address, telephone number, name of contact person, e- mail address, and date. The names of those authorized to make representations on behalf of the Development Team, their titles, addresses, and phone numbers must be included. (1 page maximum) As part of the Title Page please identify the Development Team member(s) that attended the informational meeting.

b. Cover Letter & Project Understanding

The cover letter should concisely describe the Development Team's understanding of the Program and the requested work to be performed. Explain the Development Team's approach and how it will propose to carry out development under the Program to most effectively and efficiently achieve the Program goals. (2 pages maximum)

c. Background & Experience

Discussion of the Development Team's ability and expertise to carry out home design and development under the Program Identify all members of the proposed Development Team and the roles of each team member. (2 pages maximum)

d. Documentation of Past Experience & Qualifications

Provide one (1) project completed by the Development Team that is most relevant to the requested work. Provide up to two (2) additional project examples completed by the Development Team that demonstrate experience and qualifications.

Information should include project summaries, a brief description of how this project is similar, photos & diagrams, descriptions of the firm/individual's involvement in the projects, project financing, project reference (contact name, email address, and phone number), the dates the project was developed, describe the firm's role in this work (if it was a collaboration), if staff included in the Qualification Package worked on these projects, and whether key persons assigned to these projects are still with the firm and available to work on this project. If other project partners will be used for key tasks, information should be provided about their experience as well. (2 pages maximum)

e. Design and Financing Partners

The Development Team must identify specific details for the proposed architect firm that will be a part of their team. Architect firm details shall include the name of the firm, primary contact information, type of architectural portfolio, architectural design approach, and philosophy.

The Development Team must identify specific financial resources, including existing financial partnerships, potential access to leverage subsidies, and anticipated financing/costs structure for the proposed approach. (2 pages maximum)

6. General DCD RFQ Requirements

1. Interpretations of RFQ

Any requests for interpretation should be submitted in writing to Scott Stange, Procurement and Compliance Manager, DCD, by email to sstang@milwaukee.gov. No oral interpretations will be made to any Respondent as to the meaning of the RFQ requirements. All interpretations will be posted and answered on the Internet. If you received your RFQ 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 RFQ, and all Respondents shall be bound by such, whether or not received by the Respondent.

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.

Respondents are cautioned to allow ample time for transmittal of proposals by email.

3. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Respondent 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 Respondent, the Respondent 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 Respondent 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 Contract Management Team will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFQ. While the Contract Management Team intends to select a Respondent based on the proposals received, the Contract Management Team may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

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

6. Contract Payments

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

7. Termination of Contract for Cause

If, through any cause, the Respondent shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Respondent shall violate any of the covenants, agreements or stipulations of this contract, the DCD shall thereupon have

the right to terminate this contract by giving written notice to the Respondent 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 the DCD, become the property of the DCD. Notwithstanding the above, the Respondent shall not be relieved of liability to the DCD for damages sustained by the DCD by virtue of any breach of the contract by the Respondent.

8. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, DCD is exempt from Wisconsin Use and Sales Tax. Respondents, 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 Respondent. Respondents 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 RFQ is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Respondent 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 Respondent regarding the status of his response. However, the DCD reserves the right to enter into discussion with Respondents for purposes of clarification or further information.

10. Miscellaneous

The 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. The DCD (City) will require an Affidavit of No Interest, which provides that no official or employee of the Redevelopment Authority, the Contract Management Team, and/or the DCD (City of Milwaukee) has or will receive anything of value in connection with the issuance of this contract.

11. Equal Employment Opportunity

The Respondent 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 RFQ. Respondent 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 Respondent agrees that it will indemnify, save and hold harmless the 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 attorney's fees, photocopying expenses and expert witness fees, recovered from or asserted against the 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 Respondent or any of its agents, servants, employees or subcontractors.

The DCD 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 Respondent or any of its agents, servants, employees or subcontractors, to the Respondent or its insurer and, upon such tender, it shall be the duty of the Respondent and its insurer to defend such claim or action without cost or expense to the DCD.

13. Slavery Disclosure

The successful Respondent 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 (DCD), that contracts shall not be awarded to any Development 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 Department of City Development 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 Respondent acknowledges that it is obligated to assist the DCD 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 Respondent must defend and hold the DCD 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.

7. Attachments:

- A. Area Median Income Limits
- B. Home Buying Counseling Agencies
- C. Zero Energy Ready Homes (ZERH) standards
- D. Section 3
- E. Insurance
- F. Federal Funds Terms and Conditions
- G. Affidavit of No Interest
- H. Designation of Confidential and Proprietary Information

Qualification Package RFQ Submittal Checklist

All interested Development Teams must submit a complete, and typed, Qualification Package.

Please reference the above item 5. Qualification Package Requirements & Development Team Selection, D. Responding to this RFQ, for detailed instructions and information requested.

Qualification Package Contents:

- a)** Title Page
- b)** Cover Letter & Project Understanding
- c)** Background & Experience
- d)** Documentation of Past Experience & Qualifications
- e)** Design and Financing Partners

Qualification Packages must be submitted electronically to:

DCDPurchasing@milwaukee.gov

FAILURE TO SUBMIT A COMPLETE QUALIFICATION PACKAGE MAY RESULT IN YOUR RESPONSE BEING CONSIDERED NON-RESPONSIVE AND MAY BE DISQUALIFIED.

Attachment A

80% Area Median Income Limits

Income:

Must have a total household income no greater than:

Family Size	Maximum Household Income	Family Size	Maximum Household Income
1	\$62,000	5	\$95,650
2	\$70,850	6	\$102,750
3	\$79,700	7	\$109,850
4	\$88,550	8	\$116,900

Effective June 1, 2025. Income limits are subject to future changes determine by Housing and Urban Development.

ATTACHMENT B
Home Buying Counseling Agencies

Acts Community Development Corporation
270 E. Kilbourn Ave, 5th Floor
414-933-2215

Housing Resources, Inc.
7830 W. Burleigh
414-461-6330

United Community Center
1028 S. 9th Street
414-384-3100

Attachment C

Zero Energy Ready Homes (ZERH) Standards

Respondents are made aware of additional funds that may be available if they want to propose Net Zero ideas within their RFQ proposal. The Zero Energy Ready Homes is an optional financial subsidy for any potential respondent.

The Department of City Development and the City of Milwaukee's Environmental Collaboration Office (ECO) have a goal that at least one home built through this RFQ will be certified under the US Department of Energy's [Zero Energy Ready Homes \(ZERH\) standard](#) AND have all electric heating and appliances.

A DOE Zero Energy Ready Home is a high-performance home that is so energy efficient that a renewable energy system could offset most or all the home's annual energy use. Each DOE Zero Energy Ready Home meets rigorous efficiency and performance criteria found in the DOE Zero Energy Ready Home National Program Requirements.

Most types of new homes in the U.S. are eligible to participate in the DOE Zero Energy Ready Home program, and the homes are verified by a qualified third-party as part of the certification process.

ECO may provide a \$40,000 subsidy to one home to address the marginal cost for this higher energy standard.

To qualify for this subsidy, the housing developer should:

- Have a partner (Builder, Architect/Designer) on the development team registered as a [ZERH partner](#) at the time of RFP submission
- Confirm that the project will meet all minimum [technical requirements](#) outlined in the ZERH standards, Version 2 for either single-family homes or multi-family homes as applicable.
- Confirm that the project's heating system will include a cold-climate heat pump with electric heat back-up in place of a gas furnace/boiler and air-conditioner
- Confirm that the project's hot water system will be a heat pump hot water heater.
- Confirm that the project will not be connected to gas lines.
- Specify who the certified ZERH verifying agency will be.
- The home needs to be solar-ready but solar panels do not need to be installed during construction.
- Proposals using pre-fabricated wall panel systems will receive priority for this ECO funding, but are not required.

ZERH standards link may be accessed here:

https://www.energy.gov/eere/buildings/doe-efficient-new-homes-program?nrg_redirect=474320

ZERH partner information may be accessed here:

<https://www.energy.gov/eere/buildings/partner-central>

ZERH technical requirements may be accessed here:

https://www.energy.gov/eere/buildings/doe-efficient-new-homes-program-requirements?nrg_redirect=392431

Attachment D

SECTION 3 POLICY

Office: (414) 286-2727

<https://city.milwaukee.gov/DCD/Projects/RFPs>

INTERNAL PROCEDURES, INSTRUCTIONS, and FORMS

This packet is designed to comply with the HUD Section 3 Final Rule issued September 29, 2020, and became effective November 30, 2020. Therefore, these documents and instructions are related to the “Hours Worked Benchmarks” as called for in the 24 CFR Part 75 regulation. Most importantly, the rule does not require the hiring or contracting of any person or business that is not fully qualified to perform the work as would be charged. However, the rule makes clear that HUD is intent on ensuring Section 3 persons employed under the new rule receive measurable and sustainable employment. Therefore, Section 3 employees can be counted for up to five full years from the date of certification or hire respectively. HUD is expected to issue continued guidance on the new rule in the future so these documents may change in accordance with the rule.

If you should have any questions on this packet, please contact:

Celeste Jantz
Department of City Development
414-286-5893
cejantz@milwaukee.gov

SECTION 3 NEW RULE 24 CFR Part 75

On November 30, 2020, HUD put into effect a New and Final Section 3 Rule for all recipients. This rule is drastically different from the old rule and therefore, we want everyone to know these requirements and plan accordingly.

- ✱ New Requirements Summary
- ✱ Monthly Reporting Instructions
- ✱ Section 3 Business Self-Certification Forms
- ✱ Section 3 Individual Self-Certification Forms
- ✱ Hours Worked Reporting Form
- ✱ Acknowledgment and Affidavit Form

“Section 3 Benchmarks” Requirement Summary

- ✱ Twenty (20) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA’s fiscal year are Section 3 workers; and
- ✱ Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA’s fiscal year are Targeted Section 3 workers;
- ✱ There are No specific hiring or contracting goals under this new rule.
- ✱ There is No Section 3 Business Preference under the new rule and no points awarded for being a Section 3 Business.
- ✱ The rule does not require the hiring or contracting of any person or business that is not fully qualified to perform the work.

The two new categories of Section 3 are now referred to as:

- ✱ Section 3 Worker - Any low or very low-income persons residing in the housing authority
- ✱ Targeted Section 3 Worker - Public Housing, Voucher Holder, YouthBuild participant

Contractors will provide these three (3) data sets to DCD within 45 days of the month after the hours have been worked by EVERY person that worked directly on the contract. No back-office staff hours are counted:

- ✱ Total Hours Worked by all workers
- ✱ Total Hours Worked by Section 3 Workers (Individual Self-Certification Form Required)
- ✱ Total Hours worked by Targeted Section 3 Workers (Individual Self-Certification Form Required)

There are new definitions of how to be a Section 3 Business Concern:

- ✱ It is at least 51 percent owned by low- or very low-income persons; with businesses at least 6 months old
- ✱ Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or (Based on the prior 90 days of full business payrolls)
- ✱ It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing, with businesses at least 6 months old.

MONTHLY REPORTING INSTRUCTIONS

STEP ONE

Enter your company name and the name of the contract or task you are performing in the appropriate lines at the top of the form.

STEP TWO

Determine which workers qualify as Section 3 by having each complete a Section 3 Individual Low- Income Person Self-Certification Form. This form is submitted once per Section 3 employee or those that believe they meet the definition of a Section 3 employee.

The form is to be completed by the individual and stress to the employee that the form is Voluntary:

1. Complete contact info section
2. Check the box that describes your situation
3. Sign and date the form
4. Complete the employer information
5. Return to your employer

STEP THREE

After determining which workers are Section 3, determine their classification based on what they check in the box on the form as **Non-Targeted** or **Targeted**:

Non-Targeted are those Section 3 income-qualified workers who are low-income and reside in the MSA.

Targeted are those Section 3 income-qualified workers who are low-income and reside in public housing, Section 8 or YouthBuild

STEP FOUR

Enter the monthly dates of reporting on the first line, then proceed as follows:

1. Enter total hours worked by ALL contract or project level staff with exceptions as noted above*
2. Enter total hours worked by all Section 3 staff **Non-Targeted**
3. Enter total hours worked by all Section 3 staff **Targeted**

List **ONLY** the individual names of the workers who have self-certified as Section 3 (**Non-Targeted** and **Targeted**) along with their total hours for this month's report only.

Submit the Section 3 Hours Worked Reporting Form on a monthly basis to the contact person noted on your reporting form above.

SECTION 3 BUSINESS

Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	← I N I T I A L
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	← H E R E
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	←

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Signature: _____

Date: _____

Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individual's current year income annualized for the year they are being confirmed as low-income.

Print Name _____

Phone _____

Email _____

Address _____

City _____

County _____

State _____

Zip _____

To qualify as a Section 3 Person, you must meet one of the standards in the brackets below and your individual annual income must not exceed the number in the box below.

Check only one box below that describes your situation:

_____ I am a HACM Public Housing or Section 8 Resident

_____ My employer will certify that I am employed by a Section 3 business

_____ I am a current YouthBuild participant

_____ I am a low or very low-income person residing within the Milwaukee County MSA

My Individual Annual Income does not exceed: \$62,000.00*

The Milwaukee-Waukesha-West Allis, WI MSA contains the following areas: Milwaukee County, WI; Ozaukee County, WI; Washington County, WI; and Waukesha County, WI.

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

Signature: _____

Date: _____

Income Limits website: https://www.huduser.gov/portal/datasets/il/il2025/select_Geography.odn

SECTION 3

Hours Worked Reporting Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all person's employed by _____(company name) on the_____contract including those meeting the Section 3 income requirements as low- or very low-income.

Section 3 Employees are now defined to as:

Section 3 Workers - are those Section 3 income-qualified workers who are low-income and reside in the MSA.

Targeted Section 3 Workers - are those Section 3 income-qualified workers who are low-income and reside in public housing, Section 8 or YouthBuild.

If your company employs any person you believe is low income now or was when they were hired within the past five years, please have them complete the SECTION 3 INDIVIDUAL LOWINCOME PERSON SELF- CERTIFICATION FORM" and return it immediately.

All hours worked by everyone on the project must be reported monthly electronically via the City's Labor Compliance Reporting (LCR) software. If you have questions please contact:

Celeste Jantz, Department of City Development
cejantz@milwaukee.gov

In the software, you will report this information for your team as they apply.

- ✱ Total Hours Worked by non-Section 3 staff
- ✱ Total hours worked by all **Non-targeted Section 3** employees
- ✱ Total hours worked by all **Targeted** Section 3 employee

Section 3 New Rule Contractor Acknowledgment and Affidavit

Company Name: _____

Contract or Project Name: _____

Trade Work/Classification: _____

I hereby certify to the US Department of Housing and Urban Development (HUD) that I have read all of the information in this policy package and agree to follow the requirements for complying with the order of prioritization in 75.19 and reporting of all labor hours associated with my contract as required. I further understand that failure to comply with these requirements will cause my payments to be held and not processed or not released until I come into full compliance with this policy.

Monthly, I will be required to provide these data points for all contract staff working directly on the contract **not including any back-office staff**:

- Total Hours Worked by all employees (Section 3 and regular employees)
- Total Hours Worked by All Non-Targeted Section 3 employees (Low-Income persons residing in the service area of a one-mile radius of the project where a 5,000-person population exists)
- Total Hours Worked by All Targeted Section 3 employees (Public Housing, Section 8, YouthBuild)

You are required to enter the names and hours worked by each Section 3 employee individually.

Signature: _____ Print: _____ Date: _____

Attachment E

Insurance

TYPE OF INSURANCE REQUIRED

LIMITS

Workers' Compensation:

Statutory limits (shall provide benefits for work performed in WI)

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

Employers Liability:

Bodily Injury by Accident
Bodily Injury by Disease

Each Accident \$100,000
Each Employee \$100,000
Policy Limit \$500,000

- Policy must afford the City of Milwaukee a Waiver of Subrogation.
- All of Contractor's employees and third-party subcontractors that will be present at the premises/job site must be covered by a Workers' Compensation policy.

General Liability:

Occurrence Coverage

Premises/Operations Protection
Products Completed Operations Protection
Independent Contractors
Contractual Liability for Risks Assumed pursuant to this Agreement

Bodily Injury/Property Damage

Each occurrence \$1,000,000
General Aggregate \$2,000,000
Products/completed operation aggregate \$2,000,000
Advertising & Personal Injury \$1,000,000
Med-Pay \$5,000

- Each policy shall name the City of Milwaukee as Additional Insured with respect to Ongoing Operations and Completed Operations per CG2010 & CG2037 edition 12/19 or equivalent.
- Coverage shall be on a Primary & Non-Contributory basis and provide the City of Milwaukee a Waiver of Subrogation.
- Coverage shall be provided on an occurrence basis with a deductible no greater than \$25,000.
- Aggregate coverage shall apply on a per location basis.
- Policy shall not contain any Explosion, Collapse, or Underground exclusions
- The policy shall not contain any residential exclusions.

- Policy shall provide coverage for insured contracts and shall not include any exclusions for work undertaken by subcontractors.

The City of Milwaukee shall be provided not less than 30 days' prior notice of the cancellation of any policy (per a policy endorsement).

Excess/Umbrella Liability:

Per Occurrence	\$2,000,000
Aggregate	\$2,000,000

- Policy shall name City of Milwaukee as Additional Insured
- Policy shall be at least as broad as follow form coverage, and follow Additional Insured requirements provided by the underlying policies.
- Policy shall not contain any exclusions prohibited under the underlying coverage in these requirements.

Automobile:

Business Auto Policy that provides:
 Liability coverage for all owned, non-owned and hired vehicles
 Sudden and Accidental Pollution Coverage
 Provide MCS-90 Endorsement when applicable in accordance with the Motor Carrier Act of 1980
 Bodily Injury/Property Damage Each accident \$1,000,000

- The Automobile policy shall be on a Primary & Non-Contributory basis and provide the City of Milwaukee with a Waiver of Subrogation.

Property and Builder's Risk Insurance:

- Contractor shall at all times throughout construction of any Home(s) hereunder, until completion thereof, at its own expense, maintain Builders Risk insurance coverage in an amount not less than the Subsidy Amount (Development and ZERH) plus (+) any other grants or loans etc. applied to support the costs of the Home construction (i.e. any other amounts *not* attributable to owner equity), as such coverage amount is to be mutually determined by the parties.
- Contractor shall at all times after completion of any Home(s) hereunder until disposition thereof, at its own expense, maintain insurance coverage in an amount not less than the Subsidy Amount (Development and ZERH) plus (+) any other grants or loans etc. applied to support the costs of the Home construction (i.e. any other amounts *not* attributable to owner equity), as such coverage amount is to be mutually determined by the parties.
- Policy shall name City of Milwaukee as Additional Insured and Loss Payee.
- In the event of any property damage to a Home, the City and the Contractor shall mutually determine if the insurance proceeds paid by the insurer in connection with such damage, if any, are sufficient to rebuild. In the event that the parties elect not to rebuild a damaged Home, the City shall first be reimbursed from any insurance proceeds the amount paid to the Contractor under this Agreement for said Home. Any such payment of Insurance proceeds to the City pursuant to this paragraph shall not limit the City's right to seek additional payment from the Contractor pursuant to the terms of this Agreement.

General Insurance Requirements:

Insurance companies must be acceptable to City and have a current A.M. Best rating of A-VIII or better.

The Contractor must not sublet or subcontract any part of this Agreement without retaining absolute responsibility for requiring the above insurance requirements from its subcontractors and suppliers.

The above coverages and limits are the minimum required insurance coverages for this agreement, but should not be construed as sufficient for the work to be completed. It is the Contractor's responsibility to carry the appropriate insurance for their business.

Contractor shall provide prompt notice to the City of Milwaukee of any damage or loss whether or not covered by insurance.

Certificates of insurance must be provided prior to the start of any work. Failure to provide proof of insurance compliant with the above requirements can lead to a delay in contractor payments. Updated certificates of insurance must promptly be supplied upon renewal of any and all applicable coverages. The City of Milwaukee reserves the right to request full copies of contractor policies. The Certificate Holder shall be listed as follows:

City of Milwaukee
Department of City Development
809 N Broadway
Milwaukee, WI 53202

City shall be provided with at least thirty (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. To ensure that such notice occurs, an endorsement must be added to the policy/policies permitting Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

"We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least thirty (30) days before the effective date of the action."

A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

Certificates of insurance and any notice of cancellation or non-renewal should be provided to Scott Stange, scott.stange@milwaukee.gov.

With respect to Homes for sale to an owner occupant, all policies shall remain in effect until such Home is sold by Contractor to owner occupant.

Attachment F

Federal Contract Provisions

TERMS APPLICABLE TO CONTRACTS PAID FOR WITH FEDERAL FUNDING

In the event of a conflict between these Terms Applicable to Contracts Paid for with Federal Funding and the terms of the main body of the Contract or any exhibit or appendix, these Terms Applicable to Contracts Paid for with Federal Funding shall govern.

- 1. Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
- 2. Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.
- 3. Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.333. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein.
- 4. Procurement of Recovered Materials.** Pursuant to 2 C.F.R. §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 5. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** If this is a contract or sub-grant in excess of one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 6. Energy Efficiency.** Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Contract exceeds one hundred thousand dollars (\$100,000), by signing this Contract, Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

8. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If this Contract is for an amount in excess of one hundred thousand dollars (\$100,000) and involves the employment of mechanics or laborers, Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Right to Inventions. If the federal award is a "funding agreement" under 37 C.F.R. 401.2 and this is an agreement between City or a sub-recipient and a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, City or sub-recipient will comply with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.

11. Federal Government is Not a Party. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.

12. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this is a “prime construction contract,” in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, which are located at <https://sam.gov/content/home>. In addition, Contractor is required to pay wages not less than once a week. **Note: See RFQ Section 3 (B)(4) for more information.**

13. Copeland “Anti-Kickback” Act (40 U.S.C. 3145). If this is a “prime construction contract” in excess of two thousand dollars (\$2,000), Contractor shall, in its performance of the Contract, comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

14. Equal Employment Opportunity. If this is a “federally assisted construction contract,” as defined by 41 C.F.R. Part 60-1.3, except as otherwise provided in 41 C.F.R. Part 60, in its performance under the Contract, the 41 C.F.R. Part 60-1.3 shall comply with the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The text of 41 C.F.R. 60-1.4(b) is available upon request.

15. Termination for convenience. If this Contract is for an amount in excess of ten thousand dollars (\$10,000) and it lacks a termination for convenience clause, the following applies: *City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.*

16. Termination for cause. If this Contract is for an amount in excess of ten thousand dollars (\$10,000) and it lacks a termination for cause clause, the following applies: *If Contractor shall fail to fulfill in a timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.*

17. Executive Order 13202: Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one (1) of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or

adhere to agreements with one (1) or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one (1) or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

18. Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not knowingly use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

20. Treasury Regulations. This Contract is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

21. SAM.gov. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

22. Drug Free Workplace. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20 are hereby incorporated by reference and bind Contractor.

23. New Restrictions on Lobbying. New Restrictions on Lobbying, 31 C.F.R. Part 21 are hereby incorporated by reference and bind Contractor.

24. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations are hereby incorporated by reference and bind Contractor.

25. Federal environmental laws. Generally applicable federal environmental laws and regulations are hereby incorporated by reference and bind Contractor.

26. Federal antidiscrimination laws statutes. Additionally, the federal statutes and regulations prohibiting discrimination are applicable to this Contract and bind Contractor, include, without limitation, the following:

26.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31. Additionally, by signing this Contract or Amendment, as applicable, Contractor certifies that:

The contractor or subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial

assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract or agreement.

26.2. C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

26.3. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

26.4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

26.5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

26.6. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

27. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

28. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

29. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

2. The list of persons and entities referenced in the paragraph above includes the following:

a. A member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury Department employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; or

g. A management official or other employee of Contractor or DOA, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including all subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

Signature Date

Print Title and Name of authorized representative

ATTACHMENT H

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to DCD's Request for Qualifications No. 58080 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 qualifications package 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. I would not have submitted this information had DCD not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*NOTE: Proponents are cautioned that the ENTIRE QUALIFICATIONS PACKAGE 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 qualifications package response may mean that all information provided, as part of the qualifications package 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 qualifications package will be handled in accordance with applicable DCD procurement regulations. A proponent responding to this qualifications package should not include any proprietary information as part of its qualifications package 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 qualifications package.

DCD's preference is for the proponent to segregate all information designated as confidential into one section of the Request for Qualifications package and/or a separate document for easier removal to maintain its confidential status. The response to the qualifications package 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 qualifications package and all documentation becomes the property of the DCD, Purchasing Division.

Generally, qualifications packages are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.

Rev. 8/09