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October 21, 2022

To: Housing Developers, Community Agencies, Organizations, and Interested Parties

Milwaukee County and the Community Development Alliance (CDA) invites Housing Developers, Community Agencies, Organizations, and other interested parties to participate in the RFP process by submitting proposals for the increase of available affordable multi-family housing units in suburban communities within Milwaukee County.

RFP# CDA 2022-004 – Economic Mobility to Milwaukee Suburbs

CDA is issuing this RFP in collaboration with Milwaukee County which has allocated a total of \$12 million for multiple projects utilizing American Recovery Plan Act (ARPA) funds.

CDA welcomes new prospective vendors including joint ventures and other innovative partnerships to participate in this RFP process. Proposal materials will be available for download in electronic format beginning October 21, 2022 from: <http://www.housingplan.org/rfp>

One (1) Informational session will be held virtually from 11:00 am – 12:00 pm on October 26, 2022. [Click Here for registration.](#) A recording will also be available and additional info sessions may be scheduled upon request.

All proposals for funding in response to this RFP must be received by CDA no later than 4:00 p.m. CDT on the first Friday of every month, starting November 4, 2022. No extensions will be granted for submission of late proposals.

Proposals must be uploaded to:

<http://www.housingplan.org/rfp>

All proposals must be fully and completely uploaded to the above site by the deadline. Should an extension or modification of any deadline occur, there will be a notice via addendum to all parties. Such an extension will be available to all proposers.

Thank you for your interest in the Community Development Alliance RFP process.

Sincerely,

A handwritten signature in black ink, appearing to read "Teig Whaley-Smith".

Teig Whaley-Smith
Chief Alliance Executive
RFP Administrator

RFP# CDA 2022-004 – Economic Mobility to Milwaukee Suburbs

Request for Proposals

I. Background

The Community Development Alliance (CDA) is a collaboration of housing funders, practitioners and allies with the goal of advancing racial equity by providing a quality affordable home for every Milwaukeean. In 2021, the CDA worked with over 100 stakeholders to produce Milwaukee’s first [Collective Affordable Housing Plan](#). The Plan has been endorsed by the Milwaukee County, City of Milwaukee, Greater Milwaukee Foundation, Zilber Family Foundation and many more. In addition to supporting the Collective Affordable Housing Plan, the County has been a leader in the development and implementation of the [10-Year Plan to End Homelessness](#).

Part of both plans is to create new rental units for families making less than \$15/hour. One of the values of the plan is that residents have choice in choosing which community they want to live in. Many census tracts that have median income of above \$50,000 per year lack affordable rental units for families making less than \$15/hour. The County has allocated \$12 million of its ARPA funds for the purposes of developing available affordable housing in suburban communities within Milwaukee County. Funds may only be used for construction costs and projects that are ready to proceed will have a competitive advantage. Funds may not be used for speculative site acquisition or operating costs.

II. Expectations of Successful Respondent

Once selected, the role of the Successful Respondent will include:

- A. Development Agreement with County. Enter into a Development Agreement with Milwaukee County for a dollar amount determined by Milwaukee County Staff. Board of Supervisors file will be prepared and submitted by Milwaukee County staff. Successful Respondent will meet with Supervisors upon request and attend relevant County Board hearings. The development agreement will include compliance of all ARPA requirements, including the Uniform Guidance on federal dollars (see Exhibit B)
- B. Develop Rental Homes. Develop the rental homes committed to by December 31, 2024. Homes should be developed consistent with the architectural drawings submitted. Successful respondent is required to complete all aspects of development, including entering into construction and management agreements, etc.
- C. Management. Manage the homes as rental units for the affordability period listed in RFP response (minimum of 20 years. Successful respondent is required to complete all aspects of management, including entering into management agreements.

III. Support for Successful Respondent

The Successful Respondent will receive the following assistance:

- A. Financial Assistance. Successful Respondent will receive financial support for the project from the County’s allocation of Federal ARPA dollars in an amount specified by County Staff.
- B. Grant Assistance. If requested by Respondent, the application will be submitted to other CDA funders for request for additional assistance if needed.

IV. Submission Requirements

This RFP uses the equitable term “ability” to allow for submissions that include both past experience, and also innovative approaches from those that have been excluded from past opportunities.

Responses could include statements such as “We have experience building multi-family rental homes. For example,” or “Although we have not yet built multi-family rental, our approach would be”

All submissions should be made electronically at <http://www.housingplan.org/rfp>. The response to each criterion is limited to a paragraph (e.g. 1,000 characters or less). See attached Proposal Contents Checklist for full list of submission requirements.

- A. # of Housing Units/Price. ARPA funds require an RFP that utilizes price as a component of evaluation. To do this, we are asking for how many affordable homes you can commit to building for the subsidy that is being requested (e.g. 15 rental homes at \$650/month for \$1.5 million of subsidy).
- B. Affordability of Units. The desired rent range is below \$650/month gross rent, escalated only by inflation. We understand that this is not possible in all areas, so respondents should include the number of each rental units in each rental range as part of the submitted Unit Mix.
- C. Duration of Affordability. Please describe the number of years you intend to keep the units rent restricted. The minimum should be 20 years. Please also describe what your exit strategy is (e.g. manage and hold as an asset, sell after a certain number of years, etc.)
- D. Economic Mobility – Community. Please describe the current median income of the census tract the development will be located in and how your unit mix will contribute the economic mobility for families below that census tract’s median income.
- E. Serving Persons with Disabilities. Please identify how many units will be set aside for families that include a person with intellectual disabilities or are experiencing a mental illness. If you include such units identify project partners that are equipped to support these persons.
- F. Design & Amenities. Please describe the project’s design and amenities from a quality perspective that might distinguish the project from average rental units.
- G. Ability to build Multi-Family Units. Please let us know what experience you have, or how you would approach, the development and construction of multi-family unit apartment homes.
- H. Project Readiness. Please identify what steps have already been completed in the development process, including land acquisition, construction financing, architectural drawings, zoning, etc. Please identify what steps must be completed to begin construction.
- I. Ability to manage Rental Properties. Please let us know what experience you have, or how you would approach, management of rental properties.
- J. Ability to serve the development location. Please let us know what experience you have, or how you would approach, relationships within the census tract of the development location (e.g. do you have support from local institutions for the project).
- K. Ability to advance Racial Equity within Fair Housing guidelines. Please let us know what experience you have, or how you would approach, serving Black and Latino families while being compliant with Fair Housing Laws.

- L. Ability to serve families making \$12- \$24/hour. Please let us know what experience you have, or how you would approach, serving families making \$12 - \$24/hour.
- M. Ability to include Emerging Business Enterprises. Please let us know what experience you have, or how you would approach, the use of Emerging Business Enterprises for development and construction, while being compliant with federal laws. Responses should include a goal of EBE or similar owned firm participation (see Frequently Asked Questions for definitions).
- N. Financial Capacity. What has been your experience, or what will be your approach, to fulfilling the financial obligations of the project.

In addition to the submission template, please submit the following.

1. Cover Letter

Please submit a cover letter in PDF format that provides an overview of the project and what elements of the [Collective Affordable Housing Plan](#) or [10-Year Plan to End Homelessness](#) you believe the project supports. Please make sure to include the following elements: project location, total project budget, request from County, and development partners experience. *Please also indicate if you would like your information shared with other potential CDA funders.*

2. Construction Budget

Please submit a detailed construction budget in Excel format that includes the intended sources and uses of funds. If your project includes market rate units or commercial space, please make sure to separate costs by the appropriate categories, for example:

| <u>Item</u> | <u>Affordable Units</u> | <u>Market Rate Units</u> | <u>Commercial Space</u> | <u>Total</u> |
|-------------|-------------------------|--------------------------|-------------------------|--------------|
| Land | \$50,000 | \$50,000 | \$25,000 | \$125,000 |

Also, at the end of each column please include # of units, and # of square feet. Any developer’s fee must be identified in the construction budget.

3. Unit Mix

Please submit a unit mix in Excel Format that shows the number of bedrooms, square feet, rent, and income target. Please indicate what utilities if any are included in rent. If your project includes market rate units or commercial space, please make sure to separate units by the appropriate categories, for example:

| <u>Unit Type</u> | <u># of Units</u> | <u>Unit Size (sf)</u> | <u># of Bedrooms</u> | <u>Rent</u> | <u>Income Target (/year)</u> |
|------------------|-------------------|-----------------------|----------------------|-------------|------------------------------|
| Affordable | 12 | 900 | 3 | \$650 | \$25,000 |
| Market Rate | 12 | 900 | 3 | \$1,100 | \$50,000 |

4. 30 Year Proforma

Please submit a unit mix in Excel Format that shows the income, vacancy loss, expenses (including reserves), and debt coverage ratio for each year for 30 years. Please make sure to include the assumed operating costs per unit. Make sure that expenses are broken down into general categories (e.g. administrative, taxes, reserves, etc.).

5. Term of Affordability and Exit Strategy

Please submit a one-page overview in either Word or PDF of the affordability period for the affordable units, and what is intended for the units after the affordability period. For example, a multi-family development might include rent restrictions for a period of years. The minimum should be 20 years of affordability.

6. Architectural Design Plans

Please submit architectural design plans that include site plan, elevations, and floor plans.

Construction Budget, Unit Mix, 30 Year Proforma, Term of Affordability & Exit Strategy,
Architectural Design Plan

V. Submission Scoring

| | | |
|-----|---|-------------------|
| 1. | Price (i.e. # of housing units produced for subsidy requested) | 10 Points |
| 2. | Affordability of Units | 10 Points |
| 3. | Duration of Affordability | 10 Points |
| 4. | Economic Integration – Community | 10 Points |
| 5. | Serving Persons with Disabilities | 20 Points |
| 6. | Design & Amenities | 10 Points |
| 7. | Ability to build Multi-Family Units | 10 Points |
| 8. | Project Readiness | 30 Points |
| 9. | Ability to manage Rental Properties | 10 Points |
| 10. | Ability to serve development location | 10 Points |
| 11. | Ability to address Racial Equity within Fair Housing Guidelines | 20 Points |
| 12. | Ability to serve families making \$12 - \$24/hour | 10 Points |
| 13. | Ability to include Emerging Business Enterprises | 10 Points |
| 14. | Financial Capacity | 10 Points |
| | Total | 180 Points |

VI. Timeline

| | | |
|---------------------------------|------------------------------|--|
| RFP Released | 10/21/22 | |
| RFP Overview meeting | 10/26/22 | 11:00 PM. Registration Link. |
| RFP Questions due | 10/28/22 | |
| First Round RFP responses due | 11/4/22 | |
| Additional Rounds responses due | First Friday of Each Month | |
| RFP Decision | Two Weeks After Submission | |
| Submission of County File | One Month After Submission | |
| County Public Meetings | Six Weeks After Submission | |
| Submission of LIHTC Application | Eight Weeks After Submission | |
| Construction of Units | December 2024 | |

VII. Questions

Questions for first round RFP responses should be submitted by 10/28/22 the RFP Questions due date to info@housingplan.org. Questions for additional rounds can be submitted at anytime and respondents should anticipate a 1 week turnaround in answering questions.

VIII. Frequently Asked Questions

1. *How have other projects had success in serving Black & Latino families consistent with Fair Housing Laws?*

Many of our collaborating agencies are able to serve 80% or more families of color consistent with fair housing rules. This has been done through race-neutral strategies such as focusing on lower income zip codes, lower income families, etc.. Culturally aware networking, marketing and documentation has also help reduce the barriers that would otherwise exist.

2. *Can a developer respond to multiple CDA RFPs?*

Yes

3. *What are the ARPA requirements?*

See Exhibit B

4. *Do Davis-Bacon wages Apply?*

Not if the only federal source of funds are ARPA and LIHTC. See Coronavirus State and Local Fiscal Recovery Funds: Final Rule: FAQ (July 27, 2022), page 19, available at [SLFRF-Final-Rule-FAQ.pdf \(treasury.gov\)](#).

5. *What happens if construction costs continue to increase?*

Once Successful Respondent identifies building contractors, the partners will revisit construction costs to determine the appropriate level of units. Together partners will decide if additional funds can be raised, or the number of units should be reduced.

6. *Lowest responsible bidder vs. price consideration*

This RFP is not subject to the lowest responsible bidder standard, and rather the ARPA Uniform Guidance which requires price as a consideration, together with other considerations that are included in the RFPs scoring criteria.

7. *How many Successful Respondents will be selected based on this RFP?*

It is anticipated that multiple projects will be selected for a portion of the \$12 million. The County will receive a recommendation from the RFP panel on whether or not to allocate funds, and County staff will determine the appropriate allocation if any, and reserves the right to hold back a portion of the allocation for future projects. Part of the decision to hold back funds, may include the geographic distribution of ARPA funds.

8. *Regarding Question M – Ability to include Emerging Business Enterprises (EBE), what if an entity doesn't currently track the use of EBE contractors? What are "similar enterprises"? Who maintains a directory of these enterprises? Does a non-certified Minority Owned Business count?*

The response to Question I may include either your experience, or your intended approach on this project, for the inclusion of EBE or similar enterprises. Similar enterprises includes:

- Small Business Enterprises (SBE) certified by the City of Milwaukee. See at [Small Business Development \(milwaukee.gov\)](http://Small Business Development (milwaukee.gov)).
- A Targeted Business Enterprise (TBE) certified by Milwaukee County. Which includes Minority Business Enterprises (MBE) and other designations. See County of Milwaukee | DAS | Community Business Development Partners
- A Disadvantaged Business Enterprise (DBE) certified by the state of Wisconsin through a Unified Certification Program. See [Wisconsin Department of Transportation Unified Certification Program \(UCP\) DBE certified firms \(wisconsin.gov\)](http://Wisconsin Department of Transportation Unified Certification Program (UCP) DBE certified firms (wisconsin.gov))
- Enterprises that would meet the definitions above that are not-yet certified, but intend to be certified during the project.

9. *Who ultimately approves the designs?*

The development agreement with the County will govern the design and process for any design changes.

10. *What are the grant compliance / reporting requirements?*

Successful Respondent must track the following and submit on a quarterly basis during the grant term:

- Total project costs incurred
- Total costs allocated to ARPA funds
- Number of units started, in progress, and completed
- Demographics of tenants of subsidized units: family size, race, gender, income, zip code prior to move-in

Annually, the Successful Respondent must submit quarterly during the grant term

- Demographics of tenants of subsidized units: family size, race, gender, income, zip code prior to move-in

11. *Which organization will oversee compliance / reporting?*

County will oversee the quarterly compliance / reporting. Successful Respondent is responsible for submitting data to County and otherwise complying with development agreements with County.

IX. Attachments: Exhibits to Request for Proposals

- A – General RFP Requirements
- B – General Terms for Federal Grants Subject to Uniform Guidance
- C – Selection and Award Process

Proposal Contents Checklist

Statement of Deviations and Exceptions (SDE Form)

Designation of Confidential and Proprietary Information Form

EXHIBIT A

General RFP Requirements

1. **Interpretations of RFP** - Any requests for interpretation should be submitted in writing to Teig Whaley-Smith, Chief Alliance Officer, Community Development Alliance, teig@housingplan.org. No oral interpretations will be made to any Developers as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet, you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Developers shall be bound by such, whether or not received by the Developers.

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. Developers 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 Developer in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Developer in preparing a proposal for offer 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 Developer, the Developer may be disqualified thereby from submitting a second proposal on the contract at hand.

4. **Rejection of Proposals** – CDA, and its collaborators, reserve the right to reject the proposal of any Developer 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. CDA reserves the right to waive the deficiency and continue the review and scoring of Proposals if deemed in the best interest of the CDA. Should a proposer be determined to be unresponsive they will be notified in writing immediately upon determination, as to non-responsiveness. Respondents may submit a Statement of Deviations and Exceptions.

5. **Award of Development Agreements** – A panel assembled by CDA will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. No information will be available to any Developer regarding the status of his/her response. However, CDA, and its collaborators, reserves the right to enter into discussion with Developers for purposes of clarification or further information. Following ranking of proposals, the evaluation team may invite the highest ranked firm/individual(s) to participate in an interview. CDA maintains the right to solicit Best and Final Offer from highest ranked firms.

6. **Notification** -- After the Developers are selected, all parties that submitted a proposal will receive a written acknowledgment of their proposals. CDA, nor its collaborators, will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

7. **Development agreement** – The County will enter into a development agreement with grant recipients.

8. **Miscellaneous** – CDA, and its collaborators, reserve 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 those proposals which in its judgment best meet its needs. This RFP is for a referral to the appropriate CDA collaborator, and applicants may have protest rights under applicable ordinances. While an appeal process is in progress, collaborators may proceed to contract with other proposers selected, or may amend existing contracts, even if an appeal is pending if it is in the best interest of the collaborator to do so.

9. **Equal Employment Opportunity** - The Developer agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Developer 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). If County funds are utilized, Developer must comply with MCCO 56.17 Nondiscriminatory Contracts: “all contractors having fifty (50) or more total employees, including non craft employees, shall be required to have affirmative action plans on file with the county or other appropriate government agency.”

10. **Indemnification** - The Developer agrees that it will indemnify, save and hold harmless CDA, the County, and other collaborators, 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 CDA, the the County, and other collaborators, 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 Developer or any of its agents, servants, employees or subcontractors.

11. CDA, the County, and other collaborators, 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 Developer or any of its agents, servants, employees or subcontractors, to the Developer or its insurer and, upon such tender, it shall be the duty of the Developer and its insurer to defend such claim or action without cost or expense to DCD.

12. **Wisconsin Public Records Law** - Both parties understand that public collaborators of CDA are 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 Developer acknowledges that it is obligated to assist public collaborators 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 Developer must defend and hold public collaborators 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.

EXHIBIT B

Terms Required for the use of ARPA Funds

In the event of a conflict between this Exhibit B (“Federally Required Contract Terms”) and the terms of the main body of the Contract or any exhibit or appendix, these Federally Required Contract Terms 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 County 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 County 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 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives County notice that County 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, County’s public records retention requirements set forth elsewhere herein.
4. **Procurement of Recovered Materials.** Pursuant to 2 CFR §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 CFR 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 \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$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 \$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). 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 and 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 County and provide, completed, to County the "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).
 - 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. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.
8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If this Contract is for an amount in excess of \$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 CFR 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 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 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 CFR 401.2 and this is an agreement between County 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, County or sub-recipient will comply with 37 CFR 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 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 County, Contractor, or any other party pertaining to any matter resulting from the Contract.
12. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145).** If this is a “prime construction contract” in excess of \$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 CFR 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.
13. **Equal Employment Opportunity.** If this is a “federally assisted construction contract,” as defined by 41 CFP Part 60- 1.3, except as otherwise provided in 41 CFR Part 60, in its performance under the contract, the 41 CFP Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The text of 41 CFR 60-1.4(b) is available upon request.
14. **Termination for convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: County may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from County to Contractor. If Contractor is terminated for convenience by County, Contractor will be paid for services actually performed or commodity actually provided.

15. **Termination for cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; County shall have the right to terminate this Contract. County 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 County, become property of County. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of the Contract, and County shall retain its remedies under law.

16. **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 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 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 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.

17. **Domestic preferences for procurements.** Pursuant to 2 CFR §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.

18. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not 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 CFR § 200.216](#) (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). 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 CFR § 200.216, during Contract performance, Contractor shall alert County as soon as possible and shall provide information on any measures taken to prevent recurrence.

Exhibit C

PROPOSAL SELECTION AND AWARD PROCESS

This proposal includes funding from the Milwaukee County Department of Health and Human Services (DHHS), consequently, the following provisions apply.

3.1 Proposal Scoring and Selection Process

All Proposals will first be reviewed for responsiveness, by the RFP Administrator and/ or his/her representative to determine if 1) all “Technical Requirements” have been met; 2) the Proposals contain the required forms properly completed; and 3) submittal requirements are met. The RFP Administrator may reject any Proposals he/she deems materially incomplete or unresponsive to the RFP requirements,

Proposals that do not comply with instructions or are unable to comply with specifications contained in this RFP may be rejected by DHHS. The determination that a Proposal is unresponsive, materially incomplete, deficient, or technically unacceptable is at the sole discretion of the RFP Administrator and Proposer may not be given an opportunity to cure deficiencies in their proposal. Proposers are responsible for submitting a complete and adequately written proposal and run the risk that their proposals will be evaluated unfavorably where they fail to do so. The DHHS reserves the right to waive the deficiency and continue the review and scoring of Proposals if deemed in the best interest of the DHHS. Should a proposer be determined to be unresponsive they will be notified in writing immediately upon determination, as to unresponsiveness.

The DHHS Director may reject proposals from organization whose practices the DHHS deems not to be aligned with the mission, vision, and values of DHHS, or not deemed to be in the public interest or best interest of the DHHS. The determination that a Proposer is not a responsible organization is at the discretion of the DHHS Director.

DHHS may request reports on a Proposer’s financial stability and if financial stability is not substantiated, Milwaukee County DHHS may reject a proposal, and deem the Proposer not to be a responsible Proposer. DHHS retains the right to accept or reject any or all proposals, or to accept or reject any part of a proposal if it is deemed to be in the best interest of DHHS. DHHS may cancel an RFP at any time, issue a new RFP, issue a modified RFP, reissue the original RFP, and/or extend the Proposal submission due date, before or after the RFP has closed when deemed in the best interest of DHHS, whether or not any Proposals have been received in response to the initial RFP, and is at the sole discretion of the DHHS director. DHHS shall be the sole judge as to compliance with the instructions contained in this RFP.

REQUEST FOR PROPOSAL REVIEW AND SCORING AND FINAL EVALUATION:

Technical Proposal Scoring:

Technical scoring by mathematical formulas is done by RFP Administrator based on data submitted by Proposers or data in the possession of DHHS and is not subject to limitations on the number of DHHS employees that may participate in the scoring process.

Additionally, some Technical Proposal scoring (scoring other than by mathematical formulas) may be done by Review Panel members based on the judgment of panel members on how closely the Proposer's response meets the scoring criteria as outlined in Section V.

Programmatic Proposal Scoring:

Accepted Proposals will be reviewed and scored by the Review Panel. The Review Panel shall conduct its evaluation of the programmatic merit of all proposers' responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Review Panel for the programmatic evaluation of this RFP are outlined in V. Scores of Review Panel members that materially departed from scoring instructions, scoring that is in error, scoring or comments that indicate scorer bias or scores that are material outliers from the scores of other panel members may be excluded from the total score by the RFP Administrator and is not subject to appeal. The panel, which may include community experts, consumers, other governmental employees, and DHHS staff, will be empaneled to verify that the proposals meet all specified requirements. This verification **may include** requesting reports on the Proposer's financial stability, conducting demonstrations of Proposer's proposed products and/or services, touring Proposer's facilities, requesting and contacting references, and reviewing results of past awards, to the Proposer by Milwaukee County or other funders, including, but not limited to achievement of Contract goals and performance outcomes, performance measures, performance benchmarks or other contract requirements or deliverables.

Cost and Budget Proposals Scoring:

Cost Proposal scoring (part of Technical scoring by mathematical formulas); cost is one of the evaluation categories listed and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to the lowest and each subsequent proposal will use the lowest dollar proposed amount for total contract budget or lowest dollar proposed amount per unit of service as a constant numerator and the dollar amount of the proposer being scored as the denominator. The result is then multiplied by the total number of points provided in the cost section of the RFP. The lowest budget for total contract or the lowest cost per unit proposal will receive the maximum number of points available for the cost category other cost proposals will receive prorated scores based on the proportion that the costs of the proposals vary from the lowest cost proposal. In order to perform a valid comparison of costs, i.e., to establish a common unit of cost per unit of service provided, it may be necessary for the RFP Administrator to communicate a common unit of cost, and/or request revised cost budgets.

Scoring of cost is based on proposer's submitted number of units produced for the subsidy requested (see Scoring Category V.1). Provider submitted costs and related data, if within a reasonable range, shall not be challenged and is not subject to protest. In evaluating proposed contract costs, it is the objective of DHHS to receive the greatest number of units of high-quality services in the most cost effective and efficient manner. Provider's proposal including cost proposal and budget is incorporated into the contract by reference as if physically attached thereto.

The Review Panel's scoring will be tabulated, and proposals ranked based on the total numerical scores, comprising the sum of programmatic, technical including cost scoring. Additionally, the Administrator may request a Best and Final Cost Offer from finalists comprised of the top scoring (programmatic and technical criteria and original costs) proposals. The number of finalists will be considered based on the capacity of proposing agencies and the number of provider agencies deemed optimal and in the best interest of Milwaukee County DHHS.

A Proposer may not contact any member of the review panel or DHHS staff except at the RFP Administrator's direction, e.g., for technical assistance with submission requirements or submission of proposals, or assistance in completing forms and cost budgets. A Proposer's unauthorized contact of a panel member or DHHS staff other than for the above reasons, or at the RFP administrator's direction, shall be grounds for immediate disqualification of the Proposer's Proposal.

The evaluation of proposals may occur in a Two Stage Process. After the Review Panel's scoring of the Proposals, DHHS administration may assemble DHHS administration, program, and fiscal staff for Stage II of the evaluation and selection process. If DHHS elects to use a two-stage selection process, the Review Panel's scores will be used to compile a list of finalist Proposers for stage two of the evaluation process. The number of finalists will be determined by the number of provider agencies deemed optimal and in the best interest of Milwaukee County DHHS. In Stage II, a DHHS staff evaluation committee, or the original Review Panel, may review references, request oral presentations and demonstrations, ask questions, or request further information or clarification from Proposers and use the information in their final recommendation of awards. However, DHHS reserves the right to make a final selection of Proposers based solely on review and scoring of the written Proposals by the Review Panel should it elect to do so. The decision of DHHS, or the scoring panel, on whether to conduct Stage II evaluation, including oral presentations, **is not appealable** and shall be final and conclusive.

Following conclusion of Stage II of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Cost Offers from Proposers. The DHHS may accept the Proposal(s) or negotiate the terms and conditions of the agreement with the highest ranked proposer or proposers, which shall be determined to be in the best interest of the DHHS. The DHHS may recommend award without Best and Final Offers, so Proposers should include their best Cost Proposal with their initial submission.

Scoring Review Panel results, and/or Stage II, final DHHS committee evaluations are recommended to service area administrator(s), who may, or may not seek authorization for the recommended proposer(s) from the Milwaukee County Board of Supervisors, or Milwaukee County Mental Health Board (MCMHB) if Board approval is required by state statute. Proposals without material differences in scores may be selected at the service area administrator's discretion when deemed to be in the best interest of the DHHS.

The review and scoring panel may be the sole determiner of the points to be assigned, or if a two-stage evaluation process, Stage II Evaluators may make a final recommendation to respective service area administrators. The determination whether any proposal by a Proposer does or does not conform to the conditions and specifications of this RFP is the sole responsibility of the RFP Administrator.

The Proposer is responsible for any Proposal inaccuracies, including errors in the budget and any best and final offer (if applicable). DHHS has no obligation to detect or advise proposers of inaccuracies, errors, exceptions, or other deviations from RFP requirements. The DHHS reserves the right to waive RFP requirements or gain clarification from a Proposer, or request additional information from a Proposer, if it is in the best interest of the DHHS to do so. DHHS may allow proposers to modify, or remove any deviations and exceptions, correct any errors, or submit any missing information, or gain clarification from a Proposer, which may include requests for revised budgets, or a Best and Final Offer after the proposal due date if deemed to be in the best interest of DHHS, or DHHS may reject proposals with deviations and exceptions, or omissions and deem the Proposer's proposal to be nonresponsive.

The DHHS reserves the right to contact any or all Proposers to request additional information for purposes of clarification of RFP responses.

3.2 SCORING CRITERIA AND PROCEDURES

Proposals submitted in response to this RFP will be scored per the process and criteria detailed in Section V.

3.3 RIGHT TO REJECT PROPOSALS

The DHHS reserves the right to reject any and all Proposals. This RFP does not commit the DHHS to award a contract, or contracts, either before or after proposals have been scored. Scoring panel results or recommendation of a Proposer for contract does not commit the DHHS to award a contract or enter into a contract after the "Intent to Award Contract" notice is issued. The "Intent to Award Contract" notice may be rescinded by DHHS and this RFP may be canceled by the DHHS at any time, either prior to or after making a contract award recommendation, and prior to or after Milwaukee County Board of Supervisors, or Milwaukee County Mental Health Board authorization.

3.4 NOTICE OF INTENT TO AWARD

All Proposers who respond to this RFP will be notified in writing of the DHHS's intent to award a contract as a result of this RFP. **A Notification of Intent to Award a contract does not constitute a contract, nor does it confer any contractual right or rights to enter into a contract with the DHHS.**

After Notification of the Intent to Award is made, copies of all Proposals will be made available for other proposer's inspection subject to any proprietary or confidential information exclusions

included in the Proposal. Any such inspection will be conducted virtually, using county approved software application.

Proposers should schedule inspection reviews at dhhsca@milwaukeecountywi.gov e-mail to ensure that DHHS can make the documents available for the review. Upon prior notification, to the RFP Administrator, proposers may request electronic versions of Proposals, if available, subject to proprietary or confidential exclusions at requester's cost at dhhsca@milwaukeecountywi.gov

Or, interested parties may make a public records request for identified records, which records may, if practical, be emailed to the requestor.

3.5. NEGOTIATE CONTRACT TERMS

The DHHS reserves the right to request "Best and Final Offers" from finalists, or negotiate the terms of the contract, including the amount of the award or unit rates (which rate may be modified at any point during the contract at the discretion of DHHS) for payment, Scope of Work, contract performance measures, evaluation processes, outcomes, performance benchmarks, authorized budget items, and specific programmatic goals, with the selected proposer(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected proposer(s), the department may negotiate a contract with another proposer (normally next highest scorer(s) at the respective service area administrator's discretion. The award of the contract, if made, shall be as defined in the negotiation process above. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, extend the due date for submission of proposals at any time before or after the RFP closes, cancel or re-publish the RFP at any time prior to a contract being entered into up to and through final action of the County Board of Supervisors and the County Executive, or the Milwaukee County Mental Health Board.

Any contract with a value of at least \$100,000, but not more than \$300,000, to which the County is a party and which satisfies any other statutory requirements, may take effect only if the Milwaukee County Board Finance and Audit Committee does not vote to reject the contract within 14 days after the contract is signed or countersigned by the Milwaukee County Executive.

If the Board's Finance and Audit Committee votes to reject a contract described above, the contract may take effect only if the contract is approved by a vote of the County Board within 30 days after the Board's Finance and Audit Committee votes to reject the contract.

Any single contract, or group of contracts between the same parties which generally relate to the same transaction, with a value or aggregate value of more than \$300,000, to which the County is a party, and which satisfies any other statutory requirements, may take effect only if it is approved by a vote of the County Board.

The Milwaukee County Board of Supervisors, or the Milwaukee County Mental Health Board may reject the department's request for authorization to enter into a contract. If the award is under appeal or protest to the pertinent County Board standing committee, or the Behavioral

Health Services, they may uphold or overturn the original determination, or ask for additional review and scoring, i.e., re-scoring of proposal(s). The County Executive may veto, in part or in whole, the action of the Milwaukee County Board of Supervisors.

3.6 PROTEST AND APPEALS PROCESS

Protests and appeals related to this RFP are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

While an appeal process is in progress, DHHS may proceed to contract with other Proposer(s) selected, if one or more other proposers are selected, or more than one contract is proposed for the same program or service, or may **amend and extend existing contracts** with providers, even if an appeal is still pending if it is in the best interest of DHHS to do so.

2022 HOUSING PURCHASE OF SERVICE PROPOSAL CONTENTS CHECKLIST

This proposal contents checklist must be attached immediately after the Cover Letter (item #1)

| <u>Technical Requirements</u> | | <u>Proposal</u> | |
|-------------------------------|--|-------------------------|---------------------------------|
| <u>Item #</u> | | <u>Item Description</u> | <u>Check each Item Included</u> |

INTRODUCTION

| | | | |
|---|-----------------------------|--|--|
| 1 | Cover Letter | | |
| 2 | Proposal Contents Checklist | | |

Part 1 –PROPOSAL

| | | | |
|---|-------------------------------|--|--|
| 3 | Completed Submission Template | | |
|---|-------------------------------|--|--|

Part 2 – BUDGET AND OTHER FINANCIAL INFORMATION

| | | | |
|---|---------------------------------------|--|--|
| 4 | Construction Budget, | | |
| 5 | Unit Mix, 30 Year Proforma, | | |
| 6 | Term of Affordability & Exit Strategy | | |
| 7 | Architectural Design Plan | | |

Mandatory Sign-Off Forms

| | | | |
|------|---|--|--|
| DCPI | Designation of Confidential and Proprietary Information | | |
| SDE | Statement of Deviations and Exceptions | | |

Note: DCPI and SDE forms are mandatory

Respondent attests that all items and documents checked above are complete and included in the proposal packet.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Organization: _____

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION *ITEM # DCPI*

The attached material submitted in response to the RFP includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when proposals are open, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. As follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

| Section | Page # | Topic |
|---------|--------|-------|
|---------|--------|-------|

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the RFP may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Organization: _____

STATEMENT OF DEVIATIONS AND EXCEPTIONS

ITEM # SDE

Proposer(s) has reviewed the RFP and other Requirements in their entirety and has the following exceptions and deviations, or objections:

(Please list your exceptions, deviations, or objections by indicating the section or paragraph number, and page number, as applicable. If none, state "None." Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully. Be specific about your objections to content, language, or omissions. Add as many pages as required. Please insert this form after the cover letter in your submission.) DHHS may allow proposers to modify, correct or remove any deviations and exceptions after the proposal due date if deemed to be in the best interest of DHHS, or reject proposed deviations and exceptions and deem the Proposer's proposal to be nonresponsive.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Organization: _____