

FOR INFORMATION CALL

March 27, 2015

**Ald. Russell W. Stamper, II** (414) 286-2659

# City seeks nonprofits to help administer Ald. Stamper-sponsored RICH program

New program sells certain city-owned foreclosed properties for \$1

The City of Milwaukee has issued a Request for Proposals (RFP) and is seeking nonprofit organizations to help administer the **Re-Invest in City Homes (RICH) program**, which makes certain city-owned foreclosed properties available to be purchased by qualifying first-time homebuyers for \$1.

The deadline for nonprofits to submit proposals in response to the RFP (attached) is April 13. Qualifying nonprofits should be able to help identify potential RICH properties, identify and screen potential homebuyers, provide a scope of work and advice on needed renovations, originate mortgage loans with homebuyers and work to prepare participants for a successful transition to homeownership.

Sponsored by **Alderman Russell W. Stamper, II**, legislation approving the RICH program received the unanimous support of the Milwaukee Common Council in October, and the program is funded by \$600,000 in unspent funds that were previously allocated to other neighborhood improvement programs.

"I'm pleased to see the RICH program taking a crucial first step forward," Alderman Stamper said. "Once it's up and running, I hope it will provide a much-needed source of stability and neighborhood pride to the parts of the city that need it most."

Participants in the RICH program must agree to live in the property they purchase for at least five years, and must meet a battery of other requirements—not having owned property in Milwaukee within the last two years, uninterrupted employment for at least a year and a favorable rent, utility and debt repayment history.

#### Official Notice #57579

## Request for Proposals: Implementation and Administration the Re-Invest City Homes program

The Department of City Development (DCD) is requesting proposals (RFP) from qualified non-profit organizations that have both capacity and proven experience to implement and administer the City's Re-Invest City Homes program.

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

http://city.milwaukee.gov/Projects/RequestsforProposals.htm

Questions regarding this RFP should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the RFP are due by **Thursday**, **April 2**, **2015**. Any additional information and/or clarification(s) regarding this RFP will be posted in the form of an addendum by **Tuesday**, **April 7**, **2015**. It is the responsibility of the Proposer, prior to submitting a bid, to determine whether all addendums have been received and are included in the RFP response.

#### Proposals are due April 13, 2015, by 11:00 a.m.

#### **TABLE OF CONTENTS:**

Cover Sheet and Table of Contents	Page 1
RFP Document	•
General DCD RFP Requirements	•
Attachments	Ç

- A. Affidavit of No Interest (must be completed and attached to your proposal)
- B. Non-Debarment Certification (must be completed and attached to your proposal)
- C. Designation of Confidential and Proprietary Information Form
- D. Section 3 Information
- E. Description of the Re-Invest City Homes program
- F. Insurance Requirements

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

March 17, 2015

#### I. Background and Scope

In September of 2014, the Common Council of the City of Milwaukee adopted a resolution to allocate \$600,000 in funding to implement the Re-Invest City Homes ("RICH") program. The RICH program is a pilot program to facilitate the sale of City-owned homes in distressed neighborhoods to qualified owner occupant buyers for \$1 and provide buyers with a low interest (1%) mortgage loan to finance the costs of acquisition and rehabilitation.

Goals for the RICH program include creating a model that will help stabilize City neighborhoods through the redevelopment of City owned properties for owner occupied housing and supporting the overall efforts of the City's Strong Neighborhoods Initiative address the significant increase in the number of properties it has acquired through the tax foreclosure.

The resolution also provided opportunities for the Department of City Development ("DCD") to collaborate with local non-profit organizations to implement and administer the program.

This Request for Proposals (RFP) seeks non-profit organizations that have both the capacity and proven experience to implement and administer the RICH program, including:

- Collaborating with DCD to identify properties that would be earmarked for the program.
  The goal is to identify properties or clusters of properties in neighborhoods hard hit by
  foreclosures, where the rehabilitation and sale will have a visible impact on the
  neighborhood.
- 2. Identifying qualified homebuyers who would purchase the properties and occupy them for homeownership.
- 3. Working with homebuyers to prepare them for homeownership and undertake the necessary rehabilitation work.
- 4. Reviewing the buyers' financial positions to insure they meet the underwriting guidelines for RICH program loans.
- 5. Preparing a scope of work for the property, obtaining bids for the necessary rehabilitation work and monitoring construction to insure successful completion of necessary work. -
- 6. Originating a mortgage loan with the buyer, including preparing the necessary documentation, closing the loan and providing ongoing servicing for the loan. This includes setting up tax escrows for the payment of annual property taxes.
- 7. After closing, providing buyers with post purchase support to ensure their successful transition to homeownership.

#### II. Detailed Program Information

A description of the program and proposed underwriting criteria adopted by the Common Council are attached to this RFP. These include conditions on occupancy (buyers must own and occupy the house they are purchasing for at least 5 years) and detailed underwriting standards in regard to the buyers history of meeting their financial obligations, debt ratios and ability to repay the mortgage loan necessary to finance their proposed rehabilitation project. Some modifications may be allowed, as long as they meet the spirt and intent of the program, that is, the rehabilitation of key City owned properties in distressed neighborhoods and the provision of mortgage financing to qualified purchasers who might not otherwise be able to qualify for conventional bank financing.

Note that since 50% of the funding for the program will be Community Development Block Grant funds, federal guidelines regarding the expenditure of CDBG funds will apply. Therefore, at least 50% of participants must have incomes less than 80% of Area Median Income to participate in the program.

80% of Area Median Income limits

Household Size	Household Limit	Household Size	Household Limit
1	\$41,100	5	\$63,350
2	\$46,950	6	\$68,050
3	\$52,800	7	\$72,750
4	\$58,650	8	\$77,450

Federal rehabilitation standards will also apply. Scopes of work will be expected to address all existing code violations and lead hazards. Any rehabilitation work funded with RICH Program funds will be required to comply with the requirements of the federal Lead-Safe Housing Rules found at 24 CFR 35.125 Subpart B. Contractors must notify the Milwaukee Health Department (MHD) prior to the commencement of work under the program and MHD will monitor rehabilitation work under the program for compliance with lead-safe practices and conduct required lead wipe testing at the conclusion of rehabilitation.

Additionally, the replacement of roofs, porches, siding/exterior painting, and major mechanicals that appear to have less than 5 years life remaining should be included in scopes of work— with the objective of helping insure the buyers successful transition to home ownership. The rehabilitation of properties under the RICH program should be carried out in accordance with the City of Milwaukee's "Rehabilitation Technical Specifications and Performance Standards" manual (available online at <a href="http://city.milwaukee.gov/RehabilitationTechni16398.htm">http://city.milwaukee.gov/RehabilitationTechni16398.htm</a>).

To the greatest extent possible, employment opportunities created by the RICH Program should benefit low-income residents of the City of Milwaukee and business concerns which provide economic opportunities to low income and very low income persons. The respondent will be responsible for tracking the participation of Section 3 contractors for the program. The goal will be that at least 10% of all contracted work under the program is awarded to Section 3 businesses

#### A Section 3 business is one:

- 1. that is 51% or more owned by Section 3 residents; or
- 2. whose permanent, full-time employees includes persons, at least 30% of whom are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents. (A Section 3 resident is and individual who is a resident of Public Housing or and individuals that resides in the City of Milwaukee and whose household incomes do not exceed 80% of AMI).

In addition, the respondent shall use its best efforts to ensure that at least 25% of contracting activity for the program is performed by Section 3 and/or City Small Business Enterprises (SBE'S) A directory of SBE's is available at <a href="http://city.milwaukee.gov/osbd">http://city.milwaukee.gov/osbd</a>

Any repayments of loan funds for mortgages originated under the program (program income) must be used to generate additional activity under the program. Program income will also be subject to CDGB requirements in regard to use, activity and ongoing reporting requirements.

#### **III. Project Requirements**

#### Schedule

The goal for the pilot program is for the program to be fully implemented (including the expenditure of funds) in 2015.

#### Agreements

DCD will enter into a sub-recipient agreement with the successful respondent which will detail the responsibilities of both the City and the respondent consistent with the information contained in the respondent's proposal. DCD reserves the right to negotiate the terms and conditions of the agreement and include those terms and conditions necessary to insure the successful administration of the RICH program and compliance with Federal regulations. A copy of the form sub-recipient agreement that will be used for this project can be obtained at the following link: <a href="http://city.milwaukee.gov/Projects/RequestsforProposals.htm">http://city.milwaukee.gov/Projects/RequestsforProposals.htm</a>

#### Coordination

A staff member from the City's Department of City Development will coordinate the assignment projects. For the purpose of efficiency, DCD prefers that the assigned Contractor be accessible to DCD on a regular and as needed basis. The Contractor and the Department will establish a regular communication format through which DCD can be kept current as to the progress of work at each project.

#### Insurance

See attached Insurance requirements

#### IV. Submission Criteria

Respondents should provide the following information:

#### 1. Experience/Qualifications

- (A) Provide information on your experience and qualifications in:
  - 1. Working with first time homebuyers and preparing them for homeownership.
  - 2. Preparing rehabilitation plans for vacant properties, soliciting bids for the work and overseeing and monitoring construction.
  - 3. Underwriting, closing and servicing first mortgage loans and setting up and administering tax escrow accounts.

- 4. Providing post purchase support and counseling to homeowners.
- 5. Experience working with Federal programs, including the CDBG program and/or the NSP program

For each of the items above, please be detailed in your responses – e.g., number of loans originated and serviced, number of homebuyers qualified per year, number of properties rehabilitated per year, etc.

#### 2. Budget

As indicated, \$600,000 has been allocated to implement the PILOT program. Provide a budget that shows how those funds would be allocated if your organization were to implement the program. Do you have the capacity to implement the program with your existing staff? Would this require you to hire additional staff? What portion of the budget would be used to fund loans vs. pay for administrative costs?

Provide information on your ability to bring any other funds to the program to leverage the amount of activity that can be accomplished. (*Note, this is not a requirement, but will be considered in evaluating and scoring proposals*).

#### 3. Schedule

If your organization is awarded this RFP, what would the schedule be for implementation?

#### 4. Other Qualifications/Considerations

Provide details on any other unique experience, or implementations strategies you would like us to consider in evaluating your proposal.

#### 5. Section 3 Participation

Describe your experience with, and strategy to encourage the use of Section 3 contractors in the program.

#### 6. Small Business Enterprise (SBE) Participation

Describe your experience with, and strategy to encourage the use of SBE contractors in the program.

#### V. Selection

Participating entities will be selected based on their response to the above criteria. The evaluation of submissions will be based on:

- Experience and capacity ability of entity to implement the program and specific experience in working with first time homebuyers, rehabilitating vacant properties and underwriting, closing, administering and servicing first mortgage loans (50 points)
- Budget and ability to leverage funds (30 points)
- Schedule ability to implement the program in a timely manner (10 points)
- Special considerations –Other qualifications, development strategies or factors you
  would like us to consider in evaluating your proposal (10 points)
- Commitment to Section 3 (a maximum of 5 points)
- Commitment to SBE participation (a maximum of 5 points)

#### VI. Deadline for Submissions

Questions regarding this RFP should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the RFP are due by, **April 2, 2015**. Any additional information and/or clarification(s) regarding this RFP will be posted on the above referenced website in the form of an addendum to this RFP by **April 7th, 2015**. Questions initiated after **April 7th, 2015**, will not be considered. All addendums issued by DCD will be posted on the Internet at <a href="http://city.milwaukee.gov/Projects/RequestsforProposals.htm">http://city.milwaukee.gov/Projects/RequestsforProposals.htm</a> by the end of the day on **April 7th, 2015**.

It is the responsibility of the Contractor, prior to submitting a response to the RFP, to determine whether all addendums have been received and are <u>included in the RFP response</u>.

An **original and** 3 (three) copies of the proposal should be submitted to DCD's Bid Desk no later than 11:00 a.m., April 13th, 2015. The proposals must be submitted <u>along with the required Affidavit of No Interest and Non-Debarment Certification.</u> Late submissions will not be accepted.

Proposals should be mailed or delivered to:

Bid Desk Department of City Development 809 N. Broadway, 2<sup>nd</sup> floor Milwaukee, WI 53202-3617

Proposal to be clearly marked: Official Notice #57579– Implementation and Administration the Re-Invest City Homes program

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

#### VII. General RFP Requirements

#### 1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange by email to sstang@milwaukee.gov. No oral interpretations will be made to any Contractor 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 Contractors shall be bound by such, whether or not received by the Contractor.

#### 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.

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

#### 3. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Contractor in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Contractor 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 Contractor, the Contractor 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 Contractor 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

DCD Staff will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the Contract Management Team intends to select a Contractor 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. DCD will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

#### 6. Contract Payments

DCD and the Contractor will agree on a performance and payment schedule. The Contractor will submit to DCD invoices itemizing the services performed and cost incurred since the last

request for payment. Payment will be made after review of the Contractor's work product and upon acceptance by DCD of the services performed.

#### 7. Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, DCD shall thereupon have the right to terminate this contract by giving written notice to the Contractor 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 Contractor under this contract shall, at the option of the DCD, become the property of DCD. Notwithstanding the above, the Contractor shall not be relieved of liability to DCD for damages sustained by DCD by virtue of any breach of the contract by the Contractor.

#### 8. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the City of Milwaukee is exempt from Wisconsin Use and Sales Tax. Contractors, 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 Contractor. Contractors are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

#### 9. Request for Proposal

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Contractor 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 Contractor regarding the status of his response. However, DCD reserves the right to enter into discussion with Contractors for purposes of clarification or further information.

#### 10. Miscellaneous

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

#### 11. Equal Employment Opportunity

The Contractor 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. Contractor 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 Contractor agrees that it will indemnify, save and hold harmless DCD and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions,

damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against DCD or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees or subcontractors.

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

#### 13. Slavery Disclosure

The successful Contractor 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, that contracts shall not be awarded to any Contractor 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 City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist 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 Contractor must defend and hold 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.

### Attachment A

## **AFFIDAVIT OF NO INTEREST**

STATE OF WISCONSIN]
] SS MILWAUKEE COUNTY]
, being first duly sworn, on oath deposes and says that
he/she is the agent of the, for the
attached submission for Official Notice #57579 – Re-Invest City Homes program.
Affiant further deposes and says that no officer, official or employee of the
Department of City Development of the City of Milwaukee has or will receive anything of
value in connection with the issuance of an agreement ensuing from this RFQ
(Signature)
Subscribed and sworn to before me this day of, 20
Notary Public, Milwaukee County, Wis.
My commission expires

### Attachment B

### **Non-Debarment Certification**

The undersigned, being duly authorized to act on behalf of
(the "Contractor")
hereby certifies that neither the Contractor nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).
The Contractor further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.
Signature
Signature
Title
Date Date

#### Attachment C

#### DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the DCD Request for Qualifications No. 57579 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to DCD under a pledge of confidentiality. I would not have submitted this information had the DCD not pledged to keep it confidential\* and request that the following pages not be released:

submitted this inform	ation had the DCD not pledged	d to keep it confidential* and request the	at the following pages not be released:
Section	<u>Page</u>	<u>Topic</u>	
-			
OF CONFIDENTIAL	LITY. PLEASE LIMIT DESIGNTION, OR OTHER LIMITED		HIN THE CONFINES OF THE PLEDGE ONLY TO PROPRIETARY OR TRADE IDE ONLY UPON RECEIPT OF A
UNDERSIGNED HE		DENTIALITY OF THIS INFORMATI DE LEGAL COUNSEL OR OTHER NE	ON IS CHALLENGED, THE ECESSARY ASSISTANCE TO DEFEND
Failure to include this will be open to exami		sponse may mean that all information p	provided, as part of the proposal response
Signature (Authorized	d Representative)		Telephone Number
Name (Please Print)			Company Name
Title			Date

NOTE: The 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.

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

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

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

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

Rev. 8/09

#### CONTRACTOR RESPONSIBILITIES UNDER SECTION 3

#### What is Section 3?

Section 3 is enforced by the U.S. Department of Housing and Urban Development (HUD.) Section 3 seeks to ensure that low income residents of the local community have access to the employment and contracting opportunities created by HUD funded programs. The City of Milwaukee (City) supports and encourages HUD's Section 3 goals.

#### What projects are subject to Section 3?

If you are a contractor who receives a City contract for more than \$100,000, your project is subject to Section 3 requirements and you have certain responsibilities to comply with Section 3. Whether or not your bid on this project is over \$100,000, City requests that you and your subcontractors fill out a "Section 3 Business Certification Form."

#### What are Contractors' responsibilities under Section 3?

If you are a contractor who, in a single contract, receives more than \$100,000 of Federal funding through the City, the following requirements apply to your project and will be included in the contract (See attached "Section 3 Clause" for language which will be included in contracts):

- Include the "Section 3 Clause" (see attached) in all contracts with your subcontractors on this project.
- Submit a "Section 3 Business Certification Form" and require all subcontractors working on a City funded project to submit a "Section 3 Business Certification Form."
- Strive to meet the Section 3 Business participation goal of at least 10% of the total dollar amounts of construction contracts or subcontracts associated with this contract are awarded to Section 3 Businesses (the definition of a Section 3 Business is below).
- If this contract results in you or your contractors/subcontractors hiring new employees, you and your contractors/ subcontractors must attempt to identify and hire qualified Section 3 residents (the definition of a Section 3 resident is below) to fill these positions. "Attempt" means efforts such as recruiting low-income residents through local advertising media, displaying signs at the project site, contacting area community and workforce development organizations, or similar methods. If new employment opportunities are created as a result of this project, the City will require documentation of the steps you and your contractors/subcontractors took to identify and hire qualified Section 3 residents.
- Submit a Section 3 Participation Report at the conclusion of each project.

#### What is a Section 3 Business?

Section 3 Businesses are one of the following:

- 1. Businesses that are 51% or more owned by Section 3 Residents.
- 2. Businesses where at least 30% of employees are currently Section 3 Residents, or were within three years of the date of hire.
- 3. Businesses that commit to and document that at least 25% of the dollar amount of all subcontracts associated with its work on a project will be carried out by businesses which meet one of the two above criteria.

#### Who is a Section 3 Resident?

#### Section 3 Residents are:

- 1. Residents of Public Housing or
- 2. Individuals that reside in the City of Milwaukee and whose household incomes do not exceed the thresholds below:

(Income figures effective February 5th, 2014)

	$\langle \cdot \cdot$							
Family Size: 1	1	2	3	4	5	6	7	8
Failing Size.	Person	Persons						
Household Income	\$41,100	\$46,950	\$52,800	\$58,650	\$63,350	\$68,050	\$72,750	\$77,450

#### Is there a current list of Section 3 Businesses?

The Office of Small Business Development of the City of Milwaukee currently lists companies that have self-certified as Section 3 Business. The list can be found under the SBE Directory at the follow link:

#### http://city.milwaukee.gov/osbd

If you or your sub-contractors are seeking a referral source for qualified Section 3 Residents to be considered for new employment opportunities arising out of City projects, please contact the Wisconsin Regional Training Partnership at 414-342-9787 or the Milwaukee Area Workforce Investment Board at 414-270-1700.

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#### **SECTION 3 CLAUSE**

(For inclusion in all section 3-covered contracts)

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Non compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## City of Milwaukee – Section 3 Business Certification

<u>Section 3 Business Criteria:</u> Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

- 1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
- 2. Thirty percent or more of your permanent, full-time employees are Section 3 qualified persons.
- 3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of (1) and (2) above.

#### Section 3 Person Criteria: A Section 3 qualified person must:

- 1.) Be a resident of Public or Indian Housing; or,
- 2.) Live in the City of Milwaukee; and, earn no more than the following amounts:

Family Size:	1	2	3	4	5	6	7	8
railiny Size.	Person	Persons						
Household Income	\$41,100	\$46,950	\$52,800	\$58,650	\$63,350	\$68,050	\$72,750	\$77,450

<u>Note:</u> The City of Milwaukee or may request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business. If you are found to have intentionally falsified any information on this report, you may be prohibited from bidding on future City of Milwaukee or NIDC projects.

## Re-Invest City Homes "RICH" Program Sheet Program Description, Underwriting Criteria and Loan Terms

(attached to Common Council File #140550)

### **Program Description**

- 1. The Neighborhood Improvement Development Corporation ("NIDC") will administer the Re-Invest City Homes ("RICH") pilot program.
- 2. The RICH program will make 1% interest-bearing loans to buyers qualified by the NIDC to purchase and rehab City-owned single-family homes and duplexes in the most distressed census tracts of the City with the highest concentration of foreclosed, vacant and distressed properties. The purchase price for these properties shall be \$1, conditional on making improvements in accordance with the Rehabilitation Plan described in this document. At closing, the buyer shall enter into a loan agreement with the City under the loan terms found in this document for the full cost of rehabilitating the property in accordance with the Rehabilitation Plan described in this document, plus any additional administrative costs incurred by the City and any buyer closing costs. The buyer will accept and record a first mortgage lien on the purchased property for the full loan amount.
- 3. Qualified buyers for the RICH program shall be identified by NIDC based on the underwriting requirements outlined in this document.
- 4. Participants in the RICH program agree to live in the rehabilitated properties as the participants' primary residence for at least 5 years after rehabilitation is completed.
- 5. NIDC shall identify qualified buyers who may be eligible for other NIDC-administered funding programs such as NIDC's Forgivable Loans program, and such potentially eligible qualified buyers shall apply to participate in applicable NIDC funding programs and any funds awarded will be used to defray the full cost of rehabilitating the property and reduce the amount of the RICH loan.

- 6. Monthly payments or the monthly amount forgiven on funds from other NIDC funding programs used to reduce the amount of the RICH loan will be included as debt when computing the buyer's mortgage debt and total debt ratios if the NIDC funding is a loan or a forgivable loan, but not if the funding is a grant.
- 7. The NIDC shall pre-qualify buyers, based on the underwriting criteria found in this document, to work with the Department of City Development ("DCD") to develop a Rehabilitation Plan, which will include an estimate of costs to complete the Rehabilitation Plan, for rehabilitating the City-owned residential property the buyer wants to purchase through the RICH program.
- 8. The Rehabilitation Plan developed by DCD and the pre-qualified buyer shall be based on the City's scope-of-work estimates, including remedies of all code violations, and additional reasonable property improvements and amenities desired by the pre-qualified buyer so that the projected Borrower's Repayment amount to repay the debt incurred to complete the Rehabilitation Plan for the property does not exceed the borrower's underwriting mortgage debt ratio limit, nor result in a total debt ratio in excess of underwriting limits.
- 9. Rehabilitation Plan cost estimates shall include a reasonable margin for uncertainty and error to ensure actual costs to complete the Rehabilitation Plan do not exceed estimated costs. DCD shall further give priority to all scope-of-work and code remediation improvements when making and directing Rehabilitation Plan improvements.
- 10. The Rehabilitation Plan may include improvements made by, or otherwise arranged by the buyer, either at no cost or reduced cost for labor or materials, provided the City authorizes and oversees the improvements.
- 11. The full estimated cost of the improvements specified in Rehabilitation Plan for the property shall not exceed 120% of the median assessed value for comparable properties in the neighborhood after rehabilitation improvements are completed.
- 12. The Rehabilitation Plan for a duplex may include conversion to a single-family residence, but whether converted or rehabilitated as a duplex, the debt incurred to complete the Rehabilitation

- Plan for the property shall not exceed underwriting criteria for the buyer's mortgage debt or total debt ratios.
- 13. DCD will arrange and execute a real estate closing for prequalified buyers who wish to proceed with purchase of a property and are qualified by NIDC to enter into a loan agreement with the City under the loan terms found in this document for the full cost of rehabilitating the property in accordance with the Rehabilitation Plan, plus any buyer closing costs.
- 14. No rehabilitation work shall begin before the buyer has fully complied with all underwriting, purchase and lien requirements stipulated in this document.
- 15. The City will as promptly as reasonable after the closing cause the improvements outlined in the Rehabilitation Plan to be completed by making the improvements directly with City work crews, or by the City arranging improvements to be made by independent contractors directed and overseen by the City, or by the buyer if authorized and overseen by the City.
- 16. All independent contractors rehabilitating properties under the RICH program shall comply with all community participation guidelines set by the City for development.
- 17. If during the course of rehabilitation, DCD determines the Rehabilitation Plan's cost estimate is unlikely to fully cover the actual expenditures needed to complete the Rehabilitation Plan, further rehabilitation shall be suspended, and DCD shall develop a revised cost estimate to complete the Rehabilitation Plan. The buyer will have the option to:
  - a. Enter into a new loan agreement with the City for the amount of the revised Rehabilitation Plan cost estimate provided NIDC determines the buyer is qualified for the higher mortgage amount. Rehabilitation improvements will re-commence after execution of this new loan agreement.
  - b. Nullify the original loan agreement and sell the property back to the City for \$1, in which case DCD will seek another qualified buyer for the property either through the RICH loan program or by other vehicle.
- 18. The buyer, at the buyer's request, may take up residency in the purchased property before rehabilitation improvements have been completed, provided the City rules the property safe and

habitable, and that such residency will not unduly impede ongoing rehabilitation work.

### **Underwriting Criteria**

The Neighborhood Improvement Development Corporation ("NIDC") shall consult the buyer's credit report for trends, but shall disregard "credit scores" in favor of the following criteria when qualifying buyers for the Re-Invest City Homes ("RICH") program:

- 1. The properties are City-owned single-family or duplex residential properties in the most distressed census tracts of the city with the highest concentration of foreclosed, vacant and distressed properties.
- 2. The rehabilitated property shall be owner-occupied for at least 5 years after purchase and the buyer must remain current on all property taxes.
- 3. The borrower shall:
  - a. Not have been a City of Milwaukee homeowner within the last 2 years. This requirement shall be waived for potential borrowers who have been City of Milwaukee homeowners within the last 2 years, but who are not City of Milwaukee homeowners at the time of application as the result of divorce action or similar circumstance.
  - b. Be employed continuously for one year, or be able to document self-employment with tax returns for 2 years.
  - c. Be current on rent and provide landlord statements attesting to rent payment history.
  - d. Be current on all utility payments and any debt obligations.
- 4. The borrower shall provide bank statements for the past 3 months.
- 5. The borrower's mortgage debt ratio, defined as total monthly principal payments on debt incurred by the borrower to complete rehabilitation of the property plus amortized monthly property taxes and homeowner's insurance premiums, divided by the borrower's gross monthly income, shall not exceed 30%.
- 6. The borrower's total debt ratio, defined as the borrower's total monthly debt payments including monthly payments for principal, taxes and insurance on the RICH loan, car payments, student loan payments, installment payments or other monthly debt repayments, divided by the borrower's gross monthly income, shall not exceed 40%.
- 7. The borrower shall have no:
  - a. Outstanding debt collection judgments at closing.

- b. Bankruptcy judgments within the past 2 years.
- c. Outstanding City citations.
- 8. Borrowers with credit scores which would not qualify them for conventional home loan mortgages shall receive credit counseling.

#### **Loan Terms**

- 1. At closing, the borrower shall enter into a loan agreement with the City for the full estimated cost of rehabilitating the property in accordance with the Rehabilitation Plan described in this document, plus any additional administrative costs incured by the City and any buyer closing costs.
- 2. The borrower shall accept and record a first mortgage lien on the purchased property for the full loan amount.
- 3. The loan amount shall be automatically reduced to equal actual expenditures to complete improvements specified in the Rehabilitation Plan, the Borrower's Repayment modified and the first mortgage lien amended, if the full estimated cost of rehabilitating the property in accordance with the Rehabilitation Plan exceeds actual rehabilitation expenditures.
- 4. The Borrower's Repayment of a RICH program loan is defined as the sum of the equal monthly principal and interest payments needed to repay the RICH loan within the agreed upon term, plus the monthly amortized property taxes and insurance costs for the property.
- 5. The loan repayment term may not exceed 120 months, and will be agreed upon by the City and the borrower at closing. The Borrower's Repayment amount for the agreed upon loan term shall not exceed the borrower's underwriting mortgage debt ratio limit, nor result in a total debt ratio in excess of underwriting limits. Loans shall be repaid over the shortest term reasonably possible without unduly straining the borrower's ability to repay and without unduly burdening the City.
- 6. Borrower's claiming a significant change in financial circumstances may at any time during the agreed-upon loan repayment term petition NIDC to increase or decrease the loan repayment term, and NIDC will agree to the change in term if reasonable, provided that if the loan term is increased the loan is

completely repaid in not more than 120 monthly installments, and if the repayment term is decreased, the recalculated Borrower's Repayment amount shall not exceed the borrower's underwriting mortgage debt ratio limit, nor result in a total debt ratio in excess of underwriting limits.

- 7. RICH loan repayment shall commence one month after all improvements outlined in the Rehabilitation Plan have been completed, or one month after the buyer takes up residency in the property, whichever is earlier.
- 8. The loan agreement shall stipulate the borrower:
  - a. Live in the rehabilitated property as the borrower's primary residence for at least 5 years after rehabilitation is completed.
  - b. Maintain appropriate homeowner's insurance coverage equal to the original principal amount of the RICH loan, or 80% of the property tax assessed value of the property, whichever is higher, for the life of the loan.
  - c. Be current on all real estate taxes, assessments and other charges on the property.
- 9. The outstanding balance of any RICH loan may repaid at any time and without penalty.
- 10. NIDC shall escrow or otherwise keep segregated the amortized monthly property tax and insurance cost portion of each monthly payment received from the borrower during the term of the loan, and shall disburse these escrowed or segregated funds to pay property taxes or insurance costs for the property when due.
- 11. The City shall have the right under the loan agreement to accelerate the loan making it due and payable in full upon any default of loan terms or conditions.
- 12. The loan agreement shall provide for the return of up to \$1,000 of the payments made by the borrower, less any unpaid taxes or other expenses accrued against the property, provided the defaulting borrower vacates the property within 30 days after the loan is accelerated and returns the property in good and clean condition to the City.

13. No rehabilitation work shall beg complied with all underwriting, stipulated in this document.	gin before the borrower has fully purchase and lien requirements

#### INSURANCE REQUIREMENTS INFORMATION

To All Community Development Grants Administration Subgrantees:

The following insurance limits and coverage are required of your project(s):

- Insurance coverage must cover the full calendar year; January 1 through December 31.
- A general comprehensive liability broad form insurance policy with a combined single limit B.I./P.D. of \$500,000.
- If automobiles are used in the performance of your program descriptions, you are to acquire automobile liability insurance of \$250,000/\$500,000 for Bodily Injury, \$100,000 Property Damage, or a policy having a combined single limit of \$500,000 B.I./P.D. Also designate whether or not the vehicles being used in the performance of the project are owned, hired, or non-owned.
- The State of Wisconsin requires minimum statutory limits of Workers Compensation.
- The City of Milwaukee is to be named as an additional insured on all liability coverage. The Endorsement Policy along with the Disclaimer notice must be included.
- An Affidavit of No Interest is to accompany the Certificate of Insurance.
- An Affidavit Regarding Cancellation Provisions and the requested copy must also accompany the Certificate of Insurance.
- If your project is granted a cash advance, then you are required to purchase and maintain forgery and alteration, and fidelity bond insurance in an amount at least equal to the amount of the cash advance. Each of the above insurance dollar amounts must be the same and listed on the Certificate of Insurance.
- Policy numbers are required on the Certificate of Insurance. The City will not accept a binder.

If your parent corporation is receiving more than one grant, then your limits have to match the combined total of the grants received.

If you have any further questions regarding this communication, please contact your Grant Monitor.

Rev. 08/10

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## Sample

## AFFIDAVIT OF NO INTEREST

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	Signature of Agent
Subscribed and Sworn to be	
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Notary Public,	County, Wisconsin
:My Commission expires	

## Sample

## AFFIDAVIT REGARDING CANCELLATION PROVISIONS

STATE OF)	
COUNTY)	
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	, the insurer on the attached
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( the insured).	
Affiant further deposes and sa	ys that attached hereto is a true and correct copy of
the provisions of said policy governing	ng notice to additional insured(s) in the event of
cancellation of said policy prior to its	termination date.
	Signature of Agent
Subscribed and Sworn to before me	
This day of	
Notary Public,	
My commission expires	



## **IMPORTANT**

on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

## SAMPLE

POLICY NUMBER:
NAME OF ORGANIZATION INSURED:

COMMERCIAL GENERAL LIABILIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATIO

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COYERAGE PART.

Name of Person or Organization:

City of Milwaukee

Milwaukes, WI 53202

(Be sure to include the Policy Number, the Name of the insured organization and the City of Milwaukes as required.)