



**CITY OF SUN PRAIRIE
REQUEST FOR PROPOSALS**

RFP# 26-PLA12

Development of Affordable Homes Loan Program

Date Issued: Friday, August 28, 2026

SUBMIT RFP TO

City of Sun Prairie
Finance Department
300 E Main St
Sun Prairie, WI 53590

SUBMISSION DEADLINE

Wednesday, September 30, 2026, 2:00 PM

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I. NOTICE TO PROPOSERS

A. Summary

The City of Sun Prairie Department of Planning is soliciting proposals from qualified developers for the creation of new affordable owner-occupied homes. Developers submitting proposals are required to read this Request for Proposals “RFP” in its entirety and follow the instructions contained herein.

B. Important Dates

Deliver proposals no later than the due time and date indicated below. The City will reject late proposals:

Issue Date: **Friday, August 28, 2026**

Questions Due: **Wednesday, September 9, 2026**

Answers Due: **Wednesday, September 16, 2026**

Due Date: **Wednesday, September 30, 2026, 02:00 PM CST**

C. How to Submit a Proposal

Submit all required documentation electronically to purchase@cityofsunprairie.com

- Signature Affidavit (Form A)
- Receipt of Forms (Form B)
- Insurance and Indemnification (Form E)
- Completed Appendix A – Application (Found in Attachment A)
- Completed Appendix B – Budget Workbook (Found in Attachment A or the provided Appendix B Excel Sheet)
- Memorandum of Understanding (MOU), if this is a collaborative project. If a collaborative activity/project is proposed, applicants should describe the purpose of the collaboration, how it is expected to enhance the activity/project and how it will operate, be governed and share resources. The proposal must identify a lead agency and include an MOU signed by each of the collaborating agencies.
- A copy of the most recent agency financial audit reports including the management letter and agency’s response to the letter, if agency has annual certified audits completed OR financial statements and a letter signed by the president of the board of directors stating that they approved the financial statement as prepared, if agency does not have annual audits completed OR for for-profit entities, a copy of last year’s federal tax returns including all schedules, W2s and attachments for the Guarantor of the promissory note.
- Site and building plans, if available.

All proposal costs are the expense of the proposer. The City will not consider illegible proposals. Elaborate proposals beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Complete and return the proposal and other required documentation to City of Sun Prairie Finance Department by **Wednesday, September 30, 2026, 02:00 PM CST**.

All proposals must be clearly labeled:

Proposer's Name and Address
RFP #: 26-PLA12
Title: Development of Affordable Homes Loan Program
Due: **Wednesday, September 30, 2026, 02:00 PM CST**

All email correspondence must include RFP # in the subject line.

Delivery of electronic proposal to purchase@cityofsunprairie.com

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

D. Contact Information

The City of Sun Prairie Planning Department is the procuring agency:

Becky Binz, AICP
City of Sun Prairie Planning Department
300 E. Main St.
Sun Prairie, WI. 53590
Phone: 608-825-0869
bbinz@cityofsunprairie.com

E. Inquiries, Clarification & Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, in writing, to the department contact listed above in section D.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see Addenda below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Sun Prairie reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

F. Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to the same websites as the original distribution – see G below. It is the proposer’s responsibility to regularly monitor the websites for any such postings.

Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

G. Bid Distribution Networks

The City of Sun Prairie posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the proposer's responsibility to regularly monitor the bid distribution network for any such postings. Proposer's failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City proposers.

- **VendorNet** System: State of Wisconsin and local agencies bid network. Registration is free.

Home Page: <http://vendornet.state.wi.us/vendornet>

- **DemandStar** by Onvia: National bid network – Free subscription is available to access proposals from the City of Sun Prairie and other Wisconsin agencies participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Home Page: www.demandstar.com

To Register: www.onvia.com/WAPP

Bid Opportunities: <http://www.cityofsunprairie.com/504/Bid-Opportunities>

H. Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the proposer's expense.

I. Acceptance/Rejection/Withdrawal of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

J. Public Record Law Compliance

It is the intention of City to maintain an open and public process in the solicitation, submission, review, and approval of contracts.

a. The parties acknowledge that City is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 and 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials, gathered or produced or modified pursuant to this Contract to City, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold City, its agents, officials and employees harmless and to indemnify them and City for all costs, fees, including all reasonable attorney fees and expenses of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which City or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Agreement.

b. Any Public Records Law request received directly by a contractor related to this Contract with City shall immediately be reported to the City Administrator.

K. Public Records Notice

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" – defined in State of Wisconsin Statutes – may be held confidential.

Proposers shall separately and clearly identify all information they deem to be "trade secrets", as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

S. 134.90(1)(c)

(c) “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.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of proposals from public view – until such times as competitive or bargaining reasons no longer require non-disclosure, in the City’s opinion. At that time, all proposals will be available for review in accordance with such laws.

L. Tax Exempt

The City of Sun Prairie as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6006382. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42322.

M. Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFP as a basis; they are made solely between the bidders and third party unit of government.

N. Terms of Contract

1. Term of Contract – The term of the contract shall be for up to a two (2) year period, dependent on whether or not the project is a new build or acquisition rehab, to commence on: **Tuesday, November 17, 2026**, ending on **Friday, November 17, 2028**.

2. Option to Extend – The City of Sun Prairie reserves the right to extend the contract for an additional one (1) year period, upon the same or more favorable terms and conditions, and under mutual agreement of both parties.
3. Contract Extension Pricing – Contract prices on an extended contract will be adjusted (escalated or deescalated) based upon the average annual change in the Consumer Index for “All Items” published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category “All Items”). The CPI-U value is published by the BLS at its website: <http://www.bls.gov/cpi/news.htm>

The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price.

The City of Sun Prairie reserves the right to discontinue the contract’s remaining option year and may elect to re-advertise the contract in whole or in part when changes in prices are not mutually acceptable between the contractor and the City.

Any and all changes to the contract terms and conditions shall be evidenced in writing by amending/modifying the contract.

4. Subcontracting Regulations – Successful vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, vendor or corporation.

O. Cancellation/Termination of Contract

The City of Sun Prairie may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the City’s liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the City. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the City within 30 days of said termination, all payments made hereunder by the City to the contractor for work not completed or not accepted by the City. Such termination will require written notice to that effect to be delivered by the contractor to the City not less than 30 days prior to said termination.

P. Evaluation Process and Scoring

Evaluation Team

The RFP will be reviewed by the Evaluation Team. Evaluation team consists of at least three members and at most five members. At least one member from each of the following departments: Department that initiated the RFP, reporting committee, and Finance Department. All proposals will be scored individually. The staff member from the Finance Department will oversee the evaluation process to ensure fairness within the process. This

process may take a few hours or a few days, depending on the number and length of proposals and the availability of those on the evaluation panel.

Evaluation team will examine each proposal to determine if all minimum requirements, found in Section II of Attachment A. Proposals meeting the minimum requirements will be evaluated in accordance with the point rating system – **See Section IV of Attachment A for the evaluation criteria and scoring.**

Q. Insurance and Indemnification Requirements

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the contract. See Form E for requirements.

II. DESCRIPTION OF RFP

See Attachment A.

III. REQUIRED INFORMATION

- A. Completed Appendix A – Application (Found in Attachment A, pg.9-15)
- B. Completed Appendix B – Budget Workbook (Found in Attachment A and Appendix B Excel Sheet)
- C. Memorandum of Understanding (MOU), if this is a collaborative project. If a collaborative activity/project is proposed, applicants should describe the purpose of the collaboration, how it is expected to enhance the activity/project and how it will operate, be governed and share resources. The proposal must identify a lead agency and include an MOU signed by each of the collaborating agencies.
- D. A copy of the most recent agency financial audit reports including the management letter and agency's response to the letter, if agency has annual certified audits completed OR financial statements and a letter signed by the president of the board of directors stating that they approved the financial statement as prepared, if agency does not have annual audits completed OR for for-profit entities, a copy of last year's federal tax returns including all schedules, W2s and attachments for the Guarantor of the promissory note.
- E. Site and building plans, if available.
- F. RFP Form A – Signature Affidavit
- G. RFP Form B – Receipt of Forms and Submittal Checklist
- H. RFP Form E – Consulting-Management, Operations & Maintenance Services Insurance and Indemnification