



DANE COUNTY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

REQUEST FOR PROPOSAL (RFP)

Revised 02/2020

RFP NUMBER: **120076**

RFP TITLE: **CDBG – CV (Community Development Block Grant Coronavirus) Public Services**

RFP DEADLINE: **Thursday, November 19, 2020**
2:00 p.m. (CST)

PROPOSALS MUST BE UPLOADED TO: **Purchasing Bid Dropbox**
www.danepurchasing.com

Late, faxed, mailed, hand-delivered or unsigned proposals will be rejected

**DIRECT
ALL INQUIRES TO:**

Megan Rogan
Purchasing Officer
608-283-1487
Rogan.megan@countyofdane.com
www.danepurchasing.com

PROPOSAL SUBMISSION CHECKLIST

- Update Vendor Registration
- Read Entire RFP Document

- Vendor Information Form
- Dane County Application for 2020 Public Service CDBG-CV Funds

- Upload Vendor Information Form and Application form to the Purchasing Bid Dropbox.

DATE ISSUED | October 7, 2020

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1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal according to the specifications set forth within this document. *All proposals must include the completed Dane County Application for the 2020 Public Services CDBG-CV (**Community Development Block Grant Coronavirus**) Funds and information requested in *Attachment C*.*

The County intends to use the results of this process to award a contract or issue of purchase order for the product(s) and or services(s) stated.

The Dane County Purchasing Division is the sole point of contact for questions and issues that may arise during the RFP process.

1.2 CDBG-CV Specifications

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed by President Trump on March 27, 2020 and included 5 billion in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Coronavirus (CDBG-CV) funds to prevent, prepare for, and respond to the coronavirus (COVID-19). Dane County received a CDBG-CV allocation of \$730,767. Subsequently, an additional allocation was awarded, bringing the total amount of funds available to \$1,767,262.

Among the federal CDBG requirements that have been waived for the CDBG-CV funds is the 15% Public Service cap. Agencies are eligible to apply for CDBG-CV funding if they have experienced an increase in demand for services directly related to the COVID-19 outbreak or have a new program/activity proposal for addressing increased community needs related to the prevention of, preparation for, or response to the COVID-19 pandemic.

Applications must highlight how the demand for services has increased directly because of the COVID-19 pandemic, or detail how a new program/activity is going to meet the needs created by the current health crisis per the CARES Act, particularly for low- and moderate-income residents of the County who have been impacted by the virus.

In order to be evaluated, projects must: 1) be used to prevent, prepare for, and respond to the COVID-19 pandemic, 2) meet one of the three HUD CDBG National Objectives, 3) be an eligible CDBG activity, and 4) be located in, or provide services to, residents of the Dane County Urban County Consortium (communities outside of the City of Madison, but within Dane County).

1.3 Clarification of the Specifications

All inquiries concerning this RFP must be **emailed** to the **person indicated on the cover page** of the RFP Document.

Any questions concerning this RFP must be submitted in writing by e-mail on or before the stated date on the **Calendar of Events** (Section 1.6).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers

SECTION 1 – GENERAL INFORMATION

any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.4 **Vendor Conference**

There will not be a vendor conference.

1.5 **Reasonable Accommodations**

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request.

1.6 **Addendums and/or Revisions**

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division [website](#).

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt/review of any addendum(s) at the bottom of the Vendor Information Page.

1.7 **Calendar of Events**

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
October 7, 2020	RFP Issued
November 3, 2020	Last day to submit written inquiries (2:00 p.m. CST)
November 6, 2020	Addendums or supplements to the RFP posted on the Purchasing Division website
November 19, 2020	Proposals due (2:00 p.m. CST)
Late November – Early December	Interviews (if needed)
First Quarter of 2021	Vendor Selection/Award

1.8 **Contract Term and Funding**

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run until completion of the project.

1.9 Submittal Instructions

Proposals must be received in the Purchasing – Bid Dropbox located on the www.danepurchasing.com website no later than the date and time indicated within the RFP Deadline field on the RFP Cover Page or addenda. Late, faxed, mailed, hand-delivered, or unsigned proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

All proposals must be saved in PDF format unless otherwise specified within the RFP document and the file name shall include the RFP# and name of business submitting proposal.

Example of how to name the files:

120012 – Vendor Name – RFP Response

120012 – Vendor Name – Cost Proposal

To Submit a Proposal:

1. Go to www.danepurchasing.com and click on Purchasing – Bid Dropbox or click on the Open RFP's and Bids page link.
2. Click on the Submit a Bid button within the green Purchasing Bid Dropbox.
3. Type in the Email, First Name, Last Name and Company information and click Continue.
4. Drag and drop the RFP files one at a time into the “Drag files here” box.
5. After all files have been placed into the “Drag files here” box, click on the blue Upload button.
 - a. The file upload status can be seen for each document uploaded.
 - b. After each document reaches 100%, it will say “Uploaded”.
6. Confirm all files have been uploaded and then close out of the window.

1.10 Bid Opening and Summary Posting

Dane County Purchasing strives to complete a summary and post online the same day as the opening. The only information provided at an opening of an RFP is the name of each vendor submitting a proposal. Due to COVID-19 restrictions, the County is not currently holding public bid openings.

1.11 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be clearly labeled as Proposal #1, Proposal #2, etc.

1.12 Proposal Organization and Format

Proposals shall be organized to comply with the section numbers and names as shown in Section 4.0: Proposal Preparation Requirements.

1.13 Designation of Confidential and Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Vendor Information Attachment under the “Designation of Confidential and Proprietary Information” section.

SECTION 1 – GENERAL INFORMATION

Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

Submitted pricing will always become public information when proposals are opened and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, 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.

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

In the event the Designation of Confidentiality of this information is challenged, is required to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to designate confidential and proprietary information within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment.

1.14 Cooperative Purchasing

Participating in cooperative purchasing gives a vendor the opportunity for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (20), Wis. Stats.

Cooperative Purchasing does not apply to this RFP response.

1.15 Vendor Registration Program:

All proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows a vendor the opportunity to receive notifications for solicitations issued by the County and provides the County with up-to-date company contact information.

Provide your Dane County Vendor # in the Vendor Information section of the proposal submission packet.

For Non-Registered Vendors:

Complete vendor registration by visiting www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

Check to make sure your vendor information including commodity codes is up-to-date by signing into your account at www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Vendor Log In.

1.16 Local Purchasing Ordinance

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score.

Vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

1.17 Dane County Sustainability Principles

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems);
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

1.18 Fair Labor Practice Certification

Dane County Ord. 25.09 (1) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

Additional information can be found using the following links: www.nlr.gov and <http://werc.wi.gov>.

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.0 PROPOSAL SELECTION AND AWARD PROCESS

2.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 1 and Section 4 are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

2.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria in Section 2.4. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

2.3 Oral Presentations/Interview

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

2.4 Evaluation Criteria

Applications deemed eligible that meet all application criteria will be presented to the CDBG Commission CARES Application Review Team and will be evaluated using the following criteria:

Application Review Criteria	
Item	Maximum Points
1. Need and Justification	20
2. Measureable Impact	20
3. Program/Project Approach	20
4. Experience and Qualifications	15
5. Areas of Greatest Need	10
5. Project Budget	10
6. Past Performance	5
TOTAL POINTS	100

****An explanation of each criteria item is listed in section 4.**

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.5.1.1 **Right to Reject Proposals and Negotiate Contract Terms**

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

2.6 **Award and Final Offers**

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

2.7 **Notification of Intent to Award**

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

County: Dane County

County Agency: Department/Division utilizing the service or product.

Dane County Purchasing website: www.danepurchasing.com

Fair Labor Practices websites: www.nlrb.gov and <http://werc.wi.gov>

Purchasing

Proposer/Vendor/Firm/Contractor: a company submitting a proposal in response to this RFP.

3.2 Scope of Services/Specification Overview

Project Description

Dane County is currently seeking projects to benefit low-and-moderate income persons within the member communities of the Dane County Urban County Consortium listed in Appendix A. The primary emphasis is on projects focusing on homeless prevention, emergency assistance, case management, transportation, and job training assistance. The funds **MUST** be used to prevent, prepare for, and respond to the COVID-19 pandemic, please be specific.

Eligible Applicants

Non-profit agencies with 501 (c) (3) designation, units of local government, and related agencies, e.g. school districts, libraries, park districts.

National Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, is the development of viable urban communities. This is achieved by providing decent housing, a suitable living environment, and expanding economic opportunities. Every funded project must meet one of the national objectives of benefitting low-and-moderate income persons; eliminating slums or blight; or meeting a particular urgent need for which other resources are not available requiring the use of CDBG funds, such as for floods or tornadoes. Public service activities are typically categorized as meeting the national objective of benefitting low and moderate-income persons either as an Area Benefit **OR** as a Limited Clientele activity.

Under the Area Benefit criteria, the public service must be offered to all residents of an area where at least 51% of the residents are low-and-moderate income. In addition:

- The area must be clearly delineated and records maintained on the boundaries of the service area;
- The area must be primarily residential in nature (as seen on zoning maps); and
- Census data must support the documentation that at least 51% of the residents are low-and-moderate income.

Limited Clientele activities benefit a specific targeted group of persons of which at least 51% must be low-and-moderate income. In order to meet the LMI Limited Clientele criteria, the activity must:

- Serve at least 51% low-and-moderate income persons, as evidenced by documentation and data concerning beneficiary family size and income; **OR**

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- Have income-eligibility requirements that limit the service to persons meeting the low-and-moderate income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation; **OR**
- Serve a group primarily presumed to be low-and-moderate income such as abused children, battered spouses, elderly persons, severely disabled adults¹, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; **OR**
- Be of such a nature and in a location that it may be concluded that the activity's clientele are low-and-moderate income, such as a daycare center that is designed to serve residents of a public housing complex.

Eligible Activities

The CDBG-CV public service funds can be used for projects in a wide variety of activities including, but not limited to the following:

- Employment services (e.g. job training)
- Crime prevention and public safety
- Child care
- Health services
- Substance abuse services (e.g. counseling and treatment)
- Fair housing counseling
- Education programs
- Energy conservation
- Services for older adults
- Services for people experiencing homelessness
- Welfare services (excluding income payments)
- Down payment assistance
- Recreational services

While all projects that meet a CDBG eligible activity will be considered, maximum points will be awarded to projects that target the areas of greatest need that exist as a result of the COVID-19 outbreak, which includes:

- Case management
- Rental assistance/ eviction prevention
- Housing costs (including utilities, critical repairs, and maintaining broadband access)
- Child care assistance
- Access to food
- Assistance with and access to transportation

In order to qualify for funding, a public service must be either a new service or a quantifiable increase in the level of an existing public service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the local government or received by the local government from the State) in the 12

¹ Persons are considered severely disabled if they: use a wheelchair or another special aid for 6 months or longer; are unable to perform one or more functional activities (seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs or walking; needing assistance with activities of daily living (bathing, transferring, toileting, eating) or instrumental activities of daily living (preparing meals, doing light housework, using the phone, keeping track of money or bills; are prevented from working at a job or doing housework; have a selected condition including autism, cerebral palsy Alzheimer's disease, dementia, or developmental disability; or are under 65 years of age and are covered by Medicare or receive SSI.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

calendar months preceding the year in which funds are to be awarded. An exception may be made if HUD determines that any decrease in the level of service was the result of events not within the control of the local government.

This provision was put in place to ensure that localities did not use CDBG funds to replace local or state monies to fund essential services typically offered by the local government.

Specifically focusing in COVID-19:

- If a service is new, it may be funded;
- If a service is existing and it was not provided by or on behalf of a unit of local government with funding from the local government, it may be funded;
- If it was provided by or on behalf of the local government with funding from the local government, it can be funded if it is a documented quantifiable increase in the level of service.
- The regulations do not prohibit the County from continuing to provide funding to a CDBG-funded public service at the same or decreased level in subsequent years.

Eligible Costs

CDBG funds may be used to pay for:

- Activity hard costs, such as supplies and materials for the activity;
- Staff and overhead costs DIRECTLY related to carrying out the activity, such as providing direct services to consumers. This may include staff time spent supervising staff who are carrying out the activities specified in 24 CFR 570.201-204 when that time is spent addressing a direct consumer, service, or property issue. It does not include supervisory time spent on such functions as employee evaluations;
- Operating and maintenance expenses, such as the lease of a facility, office space, equipment, and other property for program staff employed in carrying out the CDBG funded activity.

Ineligible Costs

Income payments made directly to individuals or families is an ineligible use of CDBG funds. Emergency grant payments for a period of up to three months may be made on behalf of eligible individuals or families to the providers of items such as food, clothing, housing (rent or mortgage), or utilities.

Types of Assistance

Grants for up to 100% of the eligible project costs.

3.2.2 **Objectives**

To provide public services that provide decent housing, a suitable living environment, and expand economic opportunities for low-and-moderate income persons in the Dane County Urban County Consortium.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

3.2.3 **Needs**

1. Projects must assist low-and-moderate-income persons in the participating municipalities of the Dane County Urban County Consortium. **and prevent, prepare for, and respond to the COVID-19 pandemic**
2. It is expected that projects will meet documented community needs. This includes needs documented through “hard” data sources.
3. Any additional funding needed to make the project viable must be secured in order for a contract to be executed.
4. Projects must be consistent with the Dane County Comprehensive Plan and with the Plans of the local municipality (City, Town, or Village) in which the project will be located.
5. Subrecipients that are directly funded under the CDBG Program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the program. If a Subrecipient conducts such activities, the activities must be offered separately in time or location, from the CDBG-funded program, and participation must be voluntary for the beneficiaries of the CDBG-funded program.
6. The project may not begin until the environmental review requirements at Part 58 are met and the County has given notice to proceed.
7. Projects must be ready to begin with minimal lead time (“shovel-ready”) upon execution of CDBG-CV contract.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.0 APPLICATION RESPONSE REQUIREMENTS

Application responses will be scored based on the criteria shown below:

4.1 Attachment A – Vendor Information

4.2 Need and Justification

Applicant identifies in detail a significant increase in demand for existing services or a need for a new service directly as a result of COVID-19; and includes the number of people served pre-COVID-19 vs. the number proposed or currently served. Project clearly addresses needs resulting from COVID-19 or measures implemented to reduce or slow the spread of COVID-19.

4.3 Measurable Impact

Higher point totals will be given to projects that: 1) serve exclusively LMI residents, 2) include measurable and realistic results/outcomes; 3) serve exclusively residents of the Dane County Urban County Consortium, 4) are ready to begin with minimal lead time aka “shovel-ready” (programming is ready to begin upon execution of contract), 5) address an area or areas of greatest need as detailed in section 4.6.

4.4 Program/Project Approach

The application describes what the program/project will do; how it will be implemented, operated, and administered within a realistic time period; how it will be provided; and how low-income participants will access services. The description should include:

- A description of the work that will be undertaken and a description of how the work will address the identified problem.
- A work plan for how the project/program will be organized, implemented, operated, and administered, and the timeline and milestones from initiation to completion.
- Outreach and marketing initiatives that will be implemented to inform potential participants and to ensure that they are aware of the services/activities to be provided. Partnerships identified that have been or will be formed to ensure the success of the project.

4.5 Experience and Qualifications

The application provides documentation to justify the organization’s capacity to conduct this project. The project is consistent with the mission of the organization. The organization has undertaken projects of similar complexity to the one for which funds are being requested. There are staff resources with the skills and experience to administer and conduct an accountable and responsible project. There appears to be adequate board and management oversight along with a commitment to quality and service improvement.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.6 **Areas of Greatest Need**

The turbulent economic conditions that exist as a result of the COVID-19 outbreak has made it overwhelmingly difficult for low-income residents and families to meet basic needs, many of whom were already facing limited access to resources and economic opportunities.

Additional points will be awarded to project proposals that help LMI individuals and families in our communities maintain economic stability through programs that provide:

- Case management
- Rental assistance/ eviction prevention
- Housing costs (including utilities, critical repairs, and maintaining broadband access)
- Child care assistance
- Access to food
- Assistance with and access to transportation

Emergency grant payments for period of up to three months may be made on behalf of eligible individuals or families to the providers of items such as food, clothing, housing (rent or mortgage), or utilities. Income payments made directly to individuals or families is an ineligible use of CDBG funds.

4.7 **Project Budget**

The application clearly explains and justifies each proposed budget line item and why CDBG-CV funding is required to make the project viable. An explanation of the bases of the cost estimates for the project is included. The budget is realistic. The organization is financially stable. Efforts have been made to secure and to leverage other funding for the project. The application identifies eligible sources of match, if required. Other financial statements and budget documents may be requested during the application review process.

4.8 **Past Performance**

If the organization has been previously funded, a review of past expenditures and performance shows that the organization has been able to meet timelines and goals in a reasonable fashion, i.e., no unexpended dollars from prior years. Compliance with the contract will include, but not be limited to, submission of reports, adherence to scope of services, and quality of work.

4.9 **Mandatory Requirements**

The following general requirements are mandatory and must be complied with. NOTE: Programs not meeting the mandatory requirements will not be evaluated.

4.9.1 Be an eligible activity.

4.9.2 **Be located in, or provide services to residents of one of the member communities of the Dane County Urban County Consortium identified in Appendix A.**

4.9.3 Address one of the funding priority areas established by the CDBG Commission.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.9.4 Not be a HUD listed debarred or ineligible contractor.

4.9.5 If CDBG eligible, meet one of the three national objectives.

4.9.6 Be used to prevent, prepare for, and respond to the COVID-19 pandemic

5.0 SPECIAL CONTRACT TERMS AND CONDITIONS

5.1 Procurement

1. Contractors of County CDBG funding will comply with the procurement standards under 24 CFR 85.36 for governmental contractors and 24 CFR 84.40-48 for contractors that are non-profit organizations, including the requirements for bonding in procurement.
2. The Contractor is the responsible authority, without recourse to HUD or the County regarding the settlement of all contractual and administrative issues arising out of the procurement entered in support of the award or other agreement.
3. The Contractor shall conduct all procurement in a manner to provide to the maximum extent practicable, open and free competition. Contractors that develop or draft specifications, requirements, statement of work, invitations for bids or requests for proposals shall be excluded from competing for a project.
4. General requirements for procurement include, but are not limited to:
 - a. Contractors must maintain records to detail the significant history of procurement. These records include, but are not limited to: files on the rationale for selecting the method of procurement used, selection of the contract type, the contractor selection/rejection process, and the basis for the cost or price of a contract.
 - b. Pre-qualified lists of vendors/contractors, if used, must be current, developed through open solicitation, include adequate numbers of qualified sources, and must allow entry of other firms to qualify at any time.
 - c. Steps should be taken to assure that women and minority businesses are utilized when possible as the sources of supplies, equipment, construction and services.
 - d. Contractors must ensure that awards are not made to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in the Federal assistance programs under Executive Order 12549.
 - e. There must be written selection procedures for procurement transactions.
 - f. Contractors must not use *cost plus a percentage of cost* pricing for contracts. In addition, Contractors should use *time and material* type contracts only after a determination is made that no other contract type is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk.
 - g. Contractors must have protest procedures in place to handle and resolve disputes relating to their procurement and in all instances report such disputes to the County.
 - h. There must be a documented system of contract administration for determining the consistency of contractor performance.
 - i. Contractors must have a written code of conduct governing employees, officers, or agents engaged in the award or administration of contracts.

5.2 Excluded Parties List System (EPLS)

No contracts may be awarded to any party that is debarred or suspended or is otherwise excluded from participation on federal assistance programs. More information may be found at: <https://www.sam.gov/portal/public/SAM/> .

SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

5.3 Dane County Sustainability Principles

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

5.4 Lobbying Certification

Prior to entering into an agreement to provide services, the contractor will be required to sign a certification attesting to the following:

- No federally appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

5.5 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the

SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of Sept. 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the contracting agency, County of Dane, HUD, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, the contract may be cancelled, terminated, or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended, and such other sanctions may be imposed or remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965 as amended, so that such provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency and/or County of Dane may direct as a means of enforcing such provisions, including sanctions for noncompliance.

SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

5.6 Federal Funding Accountability and Transparency Act of 2006 (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA) and associated amendments requires that information on subawards related to Federal contracts, sub-contracts, grants, and sub-grants be made publicly available. Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget to establish a publicly available website that contains the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the Catalog of Federal Domestic Assistance number, program source, descriptive award title;
- Location of the entity receiving the award and primary location of performance under the award including City, State, congressional district, and country;
- Unique identifier (Dun & Bradstreet DUNS Number) of the entity receiving the award and the parent recipient of the recipient, should the entity be owned by another entity; and
- Names and total compensation of the five most highly compensate officers of the entity, if the entity in the preceding fiscal year received 80% or more of its annual gross revenues in Federal awards; and \$25 million or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Vendors awarded funds will be required to provide this information prior to the issuance of a contract.

6.0 Required Forms

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A Vendor Information Form

**Attachment B Dane County Application for the 2020 Public Service
CDBG-CV Funds**

RFP #: 120076
Public Services Checklist

To be eligible for CDBG-CV funding, projects must be located in, or provide services to residents of one of the member communities of the Dane County Urban County Consortium (See Appendix A). The funds must **be used to prevent, prepare for, and respond to the COVID-19 pandemic**

This form is the coversheet for your proposal response. Please use it to double check that your proposal is complete. Incomplete proposals may be rejected.

- Vendor Information Form
- DANE COUNTY APPLICATION FOR THE 2020 PUBLIC SERVICE CDBG-CV FUNDS
 - Are resumes attached?
 - Is there a complete budget?

VENDOR INFORMATION

VENDOR NAME:		DANE COUNTY VENDOR #:	
---------------------	--	------------------------------	--

Vendor Information (address below will be used to confirm Local Vendor Preference)			
Address		City	
State & Zip		County	
Vendor Rep. Name		Title	
Email		Telephone	

Designation of Confidential and Proprietary Information (Reference 1.12)		
<input type="checkbox"/>	No information designated as confidential and proprietary.	
Section #	Page(s) #	Topic

Cooperative Purchasing (Reference 1.13)	
<input type="checkbox"/>	I <u>agree</u> to furnish the commodities or services of this bid to other municipalities.
<input type="checkbox"/>	I <u>do not agree</u> to furnish the commodities or services of this bid to other municipalities.

Local Vendor Purchasing Preference (Reference 1.15)						
Are you claiming a local purchasing preference under DCO 25.08(7)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> Dane	<input type="checkbox"/> Columbia	<input type="checkbox"/> Sauk	<input type="checkbox"/> Rock
				<input type="checkbox"/> Green	<input type="checkbox"/> Dodge	<input type="checkbox"/> Iowa
				<input type="checkbox"/> Jefferson		

Fair Labor Practice Certification (check only 1) (Reference 1.17)	
<input type="checkbox"/>	Vendor has not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.
<input type="checkbox"/>	Vendor has been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.

Addendums – this vendor hereby acknowledges receipt/review of the following addendums, if any.									
Addendum #1	<input type="checkbox"/>	Addendum #2	<input type="checkbox"/>	Addendum #3	<input type="checkbox"/>	Addendum #4	<input type="checkbox"/>	None	<input type="checkbox"/>

Signature Affidavit			
<p>In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposal to any other proposer or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified on Attachment B. The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposals, and declares that the attached proposal and pricing are in conformity therewith.</p>			
Signature		Date	
Name (Printed)		Title	

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

**DANE COUNTY APPLICATION FOR
2020 CDBG-CV FUNDS: PUBLIC SERVICES**

APPLICATION SUMMARY

ORGANIZATION NAME		
MAILING ADDRESS If P.O. Box, include Street Address on second line		
TELEPHONE		LEGAL STATUS
FAX NUMBER		<input type="checkbox"/> Municipality <input type="checkbox"/> Private, Non-Profit <input type="checkbox"/> Private, For Profit <input type="checkbox"/> Other: LLC, LLP, Sole Proprietor Federal EIN: _____ DUNS Number: _____
NAME CHIEF ADMIN/ CONTACT		
INTERNET WEBSITE (if applicable)		
E-MAIL ADDRESS		

PROJECT NAME: Please list the project for which you are applying.

PROJECT NAME	PROJECT CONTACT PERSON	PHONE NUMBER	E-MAIL

FUNDS REQUESTED: Please list the amount and source of funding for which you are applying.

TOTAL PROJECT COST	AMOUNT OF CDBG FUNDS REQUESTES	PERCENT OF CDBG FUNDS TO TOTAL PROJECT COST
\$	\$	\$

Signature of Chief Elected Official/Organization Head

Title

Printed Name

Date

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

PROJECT ELIGIBILITY

A. **PROJECT ELIGIBILITY:** Check the appropriate statement below that best describes the service to be offered as part of this application. **(All services are for residents in the Dane County Urban County Consortium excluding the City of Madison as identified in Appendix A.)**

- 1. This is a new service that has not been offered before to residents of Dane County.
- 2. This is an existing service that has been funded with CDBG dollars in prior years.
- 3. This is an existing service that has not been funded with State or local government funds in the 12 months..
- 4. This is an existing service that has been funded in the 12 months prior to November 15, 2020 with State or local government funds. If this box is checked, complete the following:
 - _____ Number of units provided in 2019.
 - _____ Number of units expected to be provided in 2020.
 - _____ Number of units expected to be provided in 2021.

B. **NATIONAL OBJECTIVE:** Check the appropriate statement (1 or 2) below that best describes the national objective that will be met by this project. If statement 2 is selected, then indicate how the Limited Clientele criteria will be met.

- 1. This is an area benefit activity that is offered to all residents of an area where at least 51% of the residents are low-and-moderate income. The service area is primarily residential in nature.
- 2. This is a limited clientele activity that is targeted to a specific group of persons of which at least 51% are low-and-moderate income. In order to meet the low-and-moderate income Limited Clientele criteria, the project will (check one):
 - Collect information on beneficiary family size and income; **OR**
 - Have income-eligibility requirements that limit the service to persons meeting the low-and-moderate income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation; **OR**
 - Serve a group primarily presumed to be low-and-moderate income such as abused children, battered spouses, elderly persons, severely disabled adults², homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; **OR**
 - Be of such a nature and in a location that it may be concluded that the activity's clientele are low-and-moderate income, for

² Persons are considered severely disabled if they: use a wheelchair or another special aid for 6 months or longer; are unable to perform one or more functional activities (seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs or walking; needing assistance with activities of daily living (bathing, transferring, toileting, eating) or instrumental activities of daily living (preparing meals, doing light housework, using the phone, keeping track of money or bills; are prevented from working at a job or doing housework; have a selected condition including autism, cerebral palsy Alzheimer's disease, dementia, or developmental disability; or are under 65 years of age and are covered by Medicare or receive SSI.

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

example a daycare center that is designed to serve residents of a public housing complex.

NEED AND JUSTIFICATION

- C. **PROJECT NEED:** In the space below, The applicant must identify, in detail, a significant increase in demand for existing services or a need for a new service directly as a result of COVID-19; and includes the number of people served pre-COVID-19 vs. the number proposed or currently served. Project clearly addresses needs resulting from COVID-19 or measures implemented to prevent, prepare for, and respond to the COVID-19 pandemic.

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

BENEFICIARIES

- D. **POPULATION TO BE SERVED:** In the space below, provide a brief description of the population that will benefit from this project **(All services are for residents in the Dane County Urban County Consortium excluding the City of Madison as identified in Appendix A.)**

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

- E. **LOW-AND-MODERATE INCOME BENEFIT:** In the space below, describe the efforts that will be taken to assure that at least 51% of the beneficiaries are low-and-moderate income. Higher point totals will be given to projects that serve exclusively LMI **Dane County Urban County Consortium** residents,

- F. **GEOGRAPHIC SERVICE AREA:** In the space below, provide a brief description of the location(s) where the project or services will take place. Maps may be included as separate attachments.

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

- G. **Urban County Consortium (UCC-Appendix A):** Persons served by this project must reside OUTSIDE the City of Madison. Explain specifically how your organization will track beneficiary information in order to ensure that those served reside in the UCC (and not the City of Madison)?

PROJECT APPROACH

H. PROJECT DESCRIPTION:

In the space below, the applicant must describe what the program/project will do; how it will be implemented, operated, and administered within a realistic time period; how it will be provided; and how low-income participants will access services.

The description should include:

- 1) A description of the work that will be undertaken and a description of how the work will address the identified problem related to preventing, preparing for, and responding to the COVID-19 pandemic.
- 2) A work plan for how the project/program will be organized, implemented, operated, and administered, and the timeline and milestones from initiation to completion.
- 3) Outreach and marketing initiatives that will be implemented to inform potential participants and to ensure that they are aware of the services/activities to be provided.
- 4) Partnerships identified that have been or will be formed to ensure the success of the project.
- 5) How the project will address areas of Greatest Need (please refer to section 4.6), if applicable.

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

7) **OUTREACH AND MARKETING INITIATIVES:** In the space below, provide a description of the outreach and marketing initiatives that will be undertaken to inform potential participants of the project, eligibility criteria, and method(s) by which they may participate.

8) **OUTCOMES/PROPOSED ACCOMPLISHMENTS:** Provide information regarding the unduplicated number of people to be served **OR** the number of unduplicated families to be served **OR** if this is a housing related program, the number of households to be served. For transportation programs, also provide the number of rides or one-way trips to be provided using the CDBG funds.

- _____ Number of unduplicated people to be served **OR**
- _____ Number of unduplicated families to be served. **OR**
- _____ Number of households to be served. (Housing programs only)
- _____ Number of rides (one-way trips) to be provided. (Transportation programs only).

9) **OTHER NARRATIVE REGARDING OUTCOMES/PROPOSED ACCOMPLISHMENTS:** In the space that follows, provide a description of the outcomes or expected benefits of this project for the population to be served.

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

EXPERIENCE AND QUALIFICATIONS

10) **EXPERIENCE AND QUALIFICATIONS:** Describe the experience and qualifications of your organization related to the proposed project.

11) **SERVICE IMPROVEMENT:** Describe any recent initiatives or best practices, programmatically or administratively, that have improved your organization's ability to deliver services.

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

STAFF EXPERIENCE AND QUALIFICATIONS: Describe the experience and qualifications of key staff to be assigned to the project. Be sure to **attach resumes for key staff** to the application.

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

12) PERSONNEL SCHEDULE

Please complete the Personnel Schedule for all staff who will be assigned to this project.

- Column 1) each individual staff position by title.
- Columns 2) indicate the full time equivalent (FTE) of each position in the noted year.
- Column 3) indicate the estimated total salary for that staff position for noted year.
- Column 4) indicate the estimated number of hours that this staff person will work on this project.
- Column 5), for each staff person whose time will be charged to this project, please indicate the amount of funds being requested for this individual through the CDBG Program. Do not include payroll taxes or benefits in this table.

1) POSITION TITLE	2021 ESTIMATED		CDBG-FUNDED	
	2) FTE	3) TOTAL SALARY	4) ESTIMATED HOURS ON THIS PROJECT	5) CDBG – FUNDED AMOUNT OF SALARY

13) **LIST PERCENT OF STAFF TURNOVER** _____% Divide the number of resignations or terminations in calendar year 2019 by the total number of budgeted positions. Do not include seasonal positions. Explain if you had 20% or more turnover in a certain staff position/category. Discuss any other noteworthy staff retention issues, or policies to reduce staff turnover.

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

14) **AGENCY/ORGANIZATION GOVERNING BODY:** How many Board meetings has your governing body or Board of Directors scheduled for 2020? _____

Please list your current Board of Directors or your organization's governing body. Include names, addresses, primary occupation and board office held. If you have more members, please copy this page.

Board President's Name Home Address Occupation Representing Term of Office: From __ To __		Board Vice-President's Name Home Address Occupation Representing Term of Office: From __ To __	
Board Secretary's Name Home Address Occupation Representing Term of Office: From To		Board Treasurer's Name Home Address Occupation Representing Term of Office: From To	
Name Home Address Occupation Representing Term of Office: From __ To __		Name Home Address Occupation Representing Term of Office: From __ To __	
Name Home Address Occupation Representing Term of Office: From __ To __		Name Home Address Occupation Representing Term of Office: From __ To __	
Name Home Address Occupation Representing Term of Office: From __ To __		Name Home Address Occupation Representing Term of Office: From __ To __	

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

15) **STAFF/BOARD/VOLUNTEERS DESCRIPTORS:** For your organization's **2020** staff, board and volunteers, indicate by number and percentage the following characteristics.

DESCRIPTOR	STAFF		BOARD		VOLUNTEER	
	Number	Percent	Number	Percent	Number	Percent
TOTAL		100%		100%		100%
GENDER						
MALE						
FEMALE						
AGE						
LESS THAN 18 YRS						
18 – 59 YRS						
60 AND OLDER						
RACE						
WHITE						
BLACK						
HISPANIC						
NATIVE AMERICAN						
ASIAN/PACIFIC ISLE						
MULTI-RACIAL						
ETHNICITY						
HISPANIC						
NON-HISPANIC						
PERSONS WITH DISABILITIES						

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

FINANCIAL INFORMATION

16) **ORGANIZATION BUDGET. 2020 and 2021 Proposed Budget.** Identify the 2021 and proposed 2021 budget for your *entire* organization by source and use of revenue. (You may change row headings to make them applicable to your organization.) .

ACCOUNT CATEGORY Source	2020 REVENUE SOURCE TOTAL	PERSONNEL	OPERATING	SPACE	SPECIAL COSTS
DANE CO HUMAN SERV					
DANE CO CDBG					
MADISON COMM SERV					
MADISON CDBG					
UNITED WAY ALLOC					
UNITED WAY DESIG					
OTHER GOVT					
FUND RAISING					
USER FEES					
OTHER					
TOTAL					

ACCOUNT CATEGORY Source	2021 REVENUE SOURCE TOTAL	PERSONNEL	OPERATING	SPACE	SPECIAL COSTS
DANE CO HUMAN SERV					
DANE CO CDBG					
MADISON COMM SERV					
MADISON CDBG					
UNITED WAY ALLOC					
UNITED WAY DESIG					
OTHER GOVT					
FUND RAISING					
USER FEES					
OTHER					
TOTAL					

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

17) **2020 COST EXPLANATION** *(Complete only if significant financial changes are anticipated between 2020 and 2021.)* Explain specifically, by revenue source and/or account category, any noteworthy change in the 2021 request. For example, unusual cost increase, program expansion, Living Wage requirements, or loss of revenue.

18) **OTHER SOURCES OF FUNDS LEVERAGED:** Describe the sources and amounts of any funds that will be contributed by your organization and through other funding sources for this project in the space below.

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

- 19) **FUNDS NEEDED:** In the space below, please describe why CDBG funds are needed to ensure the viability of this project.

SECTION 6 – REQUIRED FORMS – ATTACHMENT B

20) DETAILED PROJECT BUDGET

Following the description of allowable costs that may be charged to the CDBG Program is the Project Budget. Items not detailed on the list of allowable costs may not be charged. Complete the budget identifying the amount and source of all funds and their uses. Use additional pages as necessary. An Excel file may be submitted in lieu of this Project Budget provided that it contains all of the same column and row headers.

Column 1 TOTAL PROJECT BUDGET. This is the total amount budgeted for this project.

Column 2 CDBG FUNDED. This is the County CDBG funded portion of the total project budget.

Column 3 & 4 Please identify the source and use of other funds being used for this project.

CDBG Allowable Activity Costs

Item	Activity Related Costs
a. Activity Hard Costs	
1. These are detailed in the program standards and defined under 24 CFR 570.201, 202, 203, and 204. Depending on the activity this may include: acquisition; disposition; clearance and remediation activities; acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements; public services; homeownership assistance; economic development, etc.	
b. Activity Personnel Costs	
2. Staff and overhead costs DIRECTLY related to carrying out the activity specified in 24 CFR 570.201-204, such as providing direct services to consumers, work specifications preparation, loan processing inspections, and other services related to assisting potential clients, owners, tenants, and homebuyers. This may include staff time spent supervising staff who are carrying out the activities specified in 24 CFR 570.201-204 when that time is spent addressing a direct consumer, service, or property issue. It does not include supervisory time spent on such functions as employee evaluations.	
c. Related Soft Costs/Operating Costs	
3. PUBLIC SERVICES ONLY: Operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. ³ 24 CFR 570.207 (b) (2)	
4. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.	
5. Costs to process and settle the financing for a project, such a private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees, private appraisal fees, and fees for an independent cost estimate, builders or developers fees.	
6. Costs of a project audit	
7. Costs to provide activity related information services, such as affirmative marketing and fair housing information to prospective homeowners and tenants.	
8. Impact fees that are charged to all projects within Dane County.	
9. Environmental Reviews.	
d Relocation costs for persons displaced by the project.	
10. Relocation payments – replacement housing payments, moving expenses, and payments for reasonable out-of-pocket costs incurred in the relocation of persons.	
11. Other relocation assistance – staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling, and other assistance necessary to minimize hardship assistance.	

³ For example the use of CDBG funds to pay the allocable costs of operating and maintaining a facility used in providing a public service would be eligible under 570.201 (e), even if no other costs of providing such a service are assisted with such funds. 24 CFR 570.207 (b) (2).

SECTION 6 – REQUIRED FORM – ATTACHMENT A

Detailed Project Budget

Include the dollar amount and all sources of funding for the project.

Line Item	Total Project Budget (B+C+D)	CDBG-Funded Project Costs (B)	Source C:	Source D:
A. Personnel				
Salaries				
Taxes				
Benefits				
Subtotal Personnel				
B. Operating				
Insurance				
Professional Fees				
Audit				
Data Processing				
Postage, Office, and Program Supplies				
Equipment/Furnishings				
Depreciation				
Telephone				
Training/Conference				
Food/Household Supplies				
Auto Allowance				
Vehicle Costs				
Other 1:				
Other 2:				
Subtotal Operating				
C. Space				
Rent				
Utilities				
Maintenance				
Mortgage Interest, Depreciation				
Property Taxes				
Subtotal Space				
D. Other Activity Costs				
Assistance to Individuals				
Other 1:				
Other 2:				
Subtotal Special Costs				
TOTAL				

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 11/2019

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, “vendor” includes a provider of goods or services, or both, who is responding to an RFP or a bid, and “bid” includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall

establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder’s certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be received in the electronic mailbox of the Dane County Purchasing Division on or before the date and time that the bid is specified as being due.

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a

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waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a

copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 AMERICANS WITH DISABILITIES ACT: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 INDEMNIFICATION & INSURANCE.

20.1 Vendor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the

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provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of vendor under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and County its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, vendor shall, at vendor's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent vendors and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

20.2.3. Environmental Impairment (Pollution) Liability

Vendor agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

20.2.4. Workers' Compensation.

Vendor agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not

be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, vendor shall furnish County with a Certificate of Insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If vendor's insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on claims-made policies, either vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

20.4. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this Agreement.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other

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matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually

borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that vendor has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.05 VENDOR shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing"