



# REQUEST FOR PROPOSAL (RFP)

## DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

<b>RFP NUMBER</b>	<b>118088</b>
<b>RFP TITLE</b>	<b>CDBG – Fair Housing Services</b>
<b>RFP DEADLINE</b>	<b>December 4<sup>th</sup>, 2018 2:00 p.m. (CST)</b>  Late proposals, faxed proposals, electronic mail proposals or unsigned proposals will be rejected. All proposals must include the completed Dane County Application for 2019 CDBG Funds Economic Assistance.
<b>SUBMIT PROPOSAL TO THIS ADDRESS</b>	CITY COUNTY BUILDING DANE COUNTY PURCHASING DIVISION 210 MARTIN LUTHER KING JR BLVD ROOM 425 MADISON, WI 53703-3345
<b>DIRECT ALL INQUIRES TO</b>	<b>NAME</b>   Megan Rogan
	<b>TITLE</b>   Purchasing Agent
	<b>PHONE #</b>   608-283-1487
	<b>EMAIL</b>   rogan.megan@countyofdane.com
	<b>WEB SITE</b>   <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>

**DATE ISSUED:** October 5, 2018

### PROPOSAL SUBMISSION CHECKLIST

# of Proposals	Proposal Delivery
<input type="checkbox"/> (1) original <input type="checkbox"/> (6) copies <input type="checkbox"/> (1) electronic copy of your proposal and cost proposal in PDF format on a flash drive <input type="checkbox"/> Up-to-date Vendor Registration	<input type="checkbox"/> Sealed envelope/package containing proposals and labeled with: Vendor Name Bid Number Bid Deadline Date/Time

**PROPOSALS MUST BE DATE/TIME STAMPED BY A DANE COUNTY DEPARTMENT OF ADMINISTRATION STAFF MEMBER**

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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 to inform them of basic requirements that the County uses as part of its standard contract process.

**Your proposal should include the completed CDBG Application for Fair Housing and Education Outreach Services and information requested in Attachment C.**

The County intends to use the results of this process to award a contract(s) or issuance 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 **Clarification of the Specifications**

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (Electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (Section 1.5).

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 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.

1.3 **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. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY).

1.4 **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.

## SECTION 1 – GENERAL INFORMATION

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

### 1.5 **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 23, 2018	RFP Issued
November 19, 2018	Last day to submit written inquiries (2:00 p.m. CST)
November 21, 2018	Addendums or supplements to the RFP posted on the Purchasing Division <a href="#">website</a>
December 4, 2018	Proposals due (2:00 p.m. CST)
December 2018	Notification of Intent to Award sent to Vendors
First Quarter of 2019	Contract Start Date (subject to change based on County's CDBG & HOME allocation from HUD)

### 1.6 **Contract Term and Funding**

Grants for up to \$10,000 in 2019. The contract may be renewed for one additional year (2020). The amount of funds available in 2019 and 2020 will be dependent on receipt of a Formula Allocation by Dane County and the amount of that allocation. Funds for Fair Housing services are paid under the CDBG Program Administrative costs which are limited under federal rules.

### 1.7 **Submittal Instructions**

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division by the stated time. Proposals not so stamped will not be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

Dane County is not liable for any cost incurred by proposers in replying to this RFP.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

### 1.8 **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 separately submitted and labeled as Proposal #1, Proposal #2, etc.

### 1.9 **Required Copies**

Proposers must submit **an original and the required number of copies** of all materials required for acceptance as instructed on the cover page of the RFP.

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format saved on a Flash Drive.**

### 1.10 **Proposal Organization and Format**

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

### 1.11 **Proprietary Information**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Required Form – Attachment B “Designation of Confidential and Proprietary 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).

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.

### 1.12 **Vendor Registration Program:**

All proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an 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](http://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](http://www.danepurchasing.com). On the top menu bar, click Vendor Registration and then click Vendor Log In.

### **1.13 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.

### **1.14 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](http://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. 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

The proposals will be scored using the following criteria:

<b>Proposal Requirements</b>	<b>Percent</b>
<b>Beneficiaries</b> (Section 4.4)	10%
<b>Project Approach</b> (Section 4.5)	30%
<b>Experience Qualifications</b> (Section 4.6)	30%
<b>Program Budget</b> (Section 4.7)	20%
<b>Past Performance*</b> (Section 6)	10%
<b>Total</b>	<b>100%</b>

\*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. Compliance with the contract will include, but not be limited to, submission of reports and adherence to scope of services. (Worth up to 10 points with maximum points being awarded to new projects.)



## SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

### **2.5 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.

### 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.

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

**Contractor:** Proposer awarded the contract

**Dane County Purchasing website:** [www.danepurchasing.com](http://www.danepurchasing.com)

**Fair Labor Practices websites:** [www.nlrb.gov](http://www.nlrb.gov) and <http://werc.wi.gov>

#### 3.2 Project Description

The CDBG Program is currently seeking projects that will provide fair housing education and outreach services, as well as, reporting on the number, bases, and resolution of fair housing complaints within the 56 participating jurisdictions of the Dane County Urban County Consortium or at agencies/organizations that provide services to participating jurisdictions.

#### **Background**

Title VIII of the Civil Rights Act of 1968, as amended (the Fair Housing Act), prohibits discrimination in all housing-related activities on the basis of race, color, religion, sex, national origin, familial status, and disability. As of February 3, 2012 HUD implemented policies to ensure that its programs were open to all eligible persons and families regardless of sexual orientation, gender identity, or marital status. Section 808(e)(5) of the Fair Housing Act also requires the Secretary of HUD to administer the Department's housing and community development programs in a manner to affirmatively further fair housing. Actions to affirmatively further fair housing are to further policies of the Fair Housing Act by actively promoting wider housing opportunities for all persons while maintaining a nondiscriminatory environment in all aspects of public and private housing markets.

Chapter 31 of the Dane County Ordinances covers the Dane County Fair Housing regulations. This ordinance states, "that all persons shall have an equal opportunity for housing regardless of race, gender, age, religion, color, national origin, ancestry, marital status, domestic partnership status, family status, mental illness, disability, physical appearance, lawful source of income, student status, arrest or conviction record, sexual orientation, military discharge status, political beliefs, status as a victim of domestic violence, or the fact that a person declines to disclose his or her Social Security Number when such disclosure is not compelled by state or federal law, or the person is associated with a tenant union."

The Wisconsin State Assembly passed key pieces of legislation which were signed by the Governor, 2011 [Act 108](#) Prohibits local governments from enacting ordinances that impose specified limits and certain requirements on residential landlords, 2011 [Act 143](#) revises several provisions of landlord-tenant law and prohibits local governments from imposing a moratorium on

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

eviction actions, 2013 [Act 76](#) makes changes to the regulation of landlords and tenants, including in the areas of evictions and towing practices, and creates prohibitions on the enactment of ordinances placing certain limitations or requirements on landlords, 2015 [Act 176](#) makes various changes related to local regulations affecting rental property, landlord tenant law, trespass law, and other topics, 2017 [Act 317](#) makes several changes relating to landlord-tenant law, including changes relating to: (1) notices terminating tenancies; (2) defense to eviction action; and (3) stay of eviction proceedings; those Acts can significantly impact the rights of tenants in Dane County.

The *Analysis of Impediments to Fair Housing Choice in Dane County, Wisconsin* prepared by Maxfield Research, Inc. reviewed data from a survey conducted by the County in 2010. The results showed that 19% of persons feel that housing discrimination was an issue in their neighborhood. Almost 5% of respondents stated they believed they had experienced housing discrimination, of which 91% did not report the incident. When asked why they did not report, nearly 48% indicated they felt it would not make any difference and 14% indicated it was too much trouble. The report also examined fair housing complaint data filed at the local, state, and federal level. One of the issues raised in the report was that the authors were unable to obtain information regarding the resolution of fair housing complaints in Dane County which calls into the question the efficacy of efforts if the resolution is unknown.

The *Analysis of Impediments to Fair Housing Choice in Dane County, Wisconsin* also examined home mortgage disclosure data from the Federal Financial Institutions Examinations Council (FFIEC). The data revealed that a greater percentage of loan applications made by Whites resulted in loan originations (78%) than those made by Black/African Americans (68%), Asians (66%), or Latinos (54%).

The *Analysis of Impediments to Fair Housing Choice in Dane County, Wisconsin* recommended that Dane County obtain and review statistics on the resolution of Fair Housing complaints filed with the appropriate jurisdictions. In addition, it was recommended that additional publicity efforts be made to alert homeowners in Dane County of the services available and to work with local lending institutions and other groups to inform and educate homeowners regarding their rights. Further it was recommended that continuing education and outreach on general and specific issues related to fair housing be provided.

### **3.3 Eligible Applicants**

Eligible applicants include State and local government agencies and non-profit agencies.

Preference will be given HUD-approved agencies in both the Fair Housing Initiative Program (FHIP) and Fair Housing Assistance Program (FHAP). These are defined under 24 CFR 125.103 as:

Qualified Fair Housing Enforcement Organization (QFHO) – an organization, engaged in fair housing enforcement activities, whether or not enforcement is

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

its sole activity, that: (1) is organized as a private, tax-exempt, nonprofit, charitable organization; (2) has at least 2 years experience in complaint intake, complaint investigation, testing for fair housing violations and enforcement of meritorious claims; and (3) is currently engaged in complaint intake, complaint investigation, testing for fair housing violations and enforcement of meritorious claims.

Fair Housing Enforcement Organization (FHO) – an organization, engaged in fair housing enforcement activities, whether or not enforcement is its sole activity, that: (1) is organized as a private, tax-exempt, nonprofit, charitable organization; (2) is currently engaged in complaint intake, complaint investigation, testing for fair housing violations and enforcement of meritorious claims; and (3) upon receipt of FHIP funds, will continue to be engaged in complaint intake, complaint investigation, testing for fair housing violations and enforcement of meritorious claims.

### 3.4 Eligible Activities

**Eligible fair housing activities as defined under 24 CFR 570.206 (c ) are “making all persons, without regard to race, color, religion, sex, national origin, familial status or handicap, aware of the range of housing opportunities available to them; other fair housing enforcement, education and outreach activities; and other activities designed to further the housing objective of avoiding undue concentrations of assisted persons in areas containing a high proportion of low and moderate income persons.”**

The CDBG Program is interested in efforts to provide information to persons whose primary language is not English, such as Asian and Latino populations regarding their fair housing rights and the complaint process to address fair housing issues. In addition the Program is interested in the provision of education and outreach to residents and housing providers in the Dane County Urban County Consortium to make them aware of the expanded Dane County Fair Housing Ordinance.

### 3.5 Eligible Costs

The standards for determining the reasonableness, allowability, and allocability of costs incurred as part of CDBG-financed activities may be found in OMB Circular A-87 for governmental sub recipients, OMB Circular A-122 for non-profit sub recipients, and OMB Circular A-21 for educational institutions.

Expenditures must be necessary, reasonable, and directly related to the grant. These may include: staff and overhead costs directly related to carrying out the fair housing activities; and costs to provide activity related information services, such as affirmative marketing and fair housing information to prospective homeowners and tenants.

### 3.6 Ineligible Costs

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

The standards for determining the reasonableness, allowability, and allocability of costs incurred as part of CDBG-financed activities may be found in OMB Circular A-87 for governmental subrecipients, OMB Circular A-122 for non-profit subrecipients, and OMB Circular A-21 for educational institutions.

### **Ineligible costs include, but may not be limited to:**

Entertainment,  
Contributions and donations,  
Fines and penalties,  
Bad debts,

Political activities,  
General governmental expenses,  
Purchase of construction equipment,  
Personal property, furnishings, fixtures, or motor vehicles;  
Operating and maintenance expenses, and  
Income payments.

### **3.7 Objectives**

To promote fair housing activities that will affirmatively further fair housing in the 56 participating jurisdictions in the Dane County Urban County Consortium.

### **3.8 Needs**

1. Projects must assist low-and-moderate-income persons in the participating municipalities of the Dane County Urban County Consortium.
2. It is expected that projects will meet documented community needs. This includes needs identified in the *Analysis of Impediments to Fair Housing Choice in Dane County, Wisconsin 2010*, which is available on the County web site at: [http://pdf.countyofdane.com/humanservices/cdbg/2011/analysis\\_of\\_impediments\\_to\\_fair\\_housing\\_choice\\_2011\\_final.pdf](http://pdf.countyofdane.com/humanservices/cdbg/2011/analysis_of_impediments_to_fair_housing_choice_2011_final.pdf) and through other “hard” data sources.
3. The project may not begin until the environmental review requirements at Part 58 are met and the County has given notice to proceed.
4. Any additional funding needed to make the project viable must be secured in order for a contract to be executed.
5. Projects must be able to begin and end in the year in which the contract is awarded, i.e., 2019.

### **3.9 Current Operations**

In 2017 and 2018, a grant was awarded to the Metropolitan Milwaukee Fair Housing Council for Fair Housing Education and Outreach Services.

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

### 4.0 PROPOSAL PREPARATION REQUIREMENTS

Proposals should be organized to comply with the section numbers and names as shown below. Each section heading should be separated by tabs or otherwise clearly marked. Hardcopies shall be bound in an 8½" x 11" format, but 11"x17" pages for graphics may be included. The RFP sections which should be submitted/responded to are:

#### 4.1 Required Form – Attachment A – Vendor Information

#### 4.2 Table of Contents

Provide a table of contents that, at a minimum, includes all of the sections as identified below. Listings of sub-sections and graphics/tables also may be included. Section dividers are encouraged.

#### 4.3 Need and Justification

The project need and justification adequately describes the problem that is being addressed by the proposed project. Statements are substantiated with "hard" data sources. Provides a description of how funds may be targeted to areas of greatest need.

#### 4.4 Beneficiaries

The application describes the population to be served. Additional points will be given to projects located in census tracts where 51% of the population are considered low-and-moderate income. The application should clearly describe the population targeted to receive fair housing education and outreach services.

#### 4.5 Project Approach

The application provides:

- A detailed description of the scope of work that will be undertaken and a description of how the work will address the identified problems.
- A description of any partnerships that have been or will be formed to ensure the success of the project.
- A description of the outcomes or expected benefits of this project for the population to be served
- A work plan for how the project/program will be organized, implemented, operated, and administered, and the timeline and milestones from initiation to completion. Work on the project – meaning funds will be spent – will begin in 2019.

#### 4.6 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.

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

### 4.7 **Financial Information**

The application clearly explains and justifies each proposed budget line item and why CDBG 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.

### 4.8 **Tab 6: Mandatory Requirements**

In order to be evaluated, programs must:

Note: Programs not meeting the mandatory requirements will not be evaluated.

4.8.1 Be an eligible activity.

4.8.2 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.

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

4.8.4 Not be a HUD listed debarred or ineligible contractor.

### 4.9 **Required Form – Attachment B – Dane County Application for CDBG Funds – Fair Housing Services**



## SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

### 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 Lobbying Certification

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

1. 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.
2. 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.

### 5.4 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 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.

## SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

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.

### **5.5 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 sub awards 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:

## SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

- 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 compensated 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.

## **RFP #118088: 2019 CDBG Fair Housing Program Checklist**

To be eligible for 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).

**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.**

- Signature Affidavit
- DANE COUNTY APPLICATION FOR 2019 CDBG FUNDS ECONOMIC ASSISTANCE,
  - Are resumes attached?
  - Is there a complete budget?

<b>VENDOR INFORMATION</b>	
<b>VENDOR NAME:</b>	

<b>Vendor Information</b>			
<b>Address</b>			
<b>City</b>		<b>County</b>	
<b>State</b>		<b>Zip+4</b>	
<b>Vendor Rep. Name</b>		<b>Title</b>	
<b>Email</b>		<b>Telephone</b>	
<b>Dane County Vendor #</b>			

<b>Fair Labor Practice Certification (check only 1)</b>	
<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.

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

<b>Signature Affidavit</b>			
<p>In signing this bid, 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 bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder 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 bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.</p>			
<b>Signature</b>		<b>Title</b>	
<b>Name (Printed)</b>		<b>Date</b>	

**SECTION 6 – REQUIRED FORMS – ATTACHMENT B**

**DANE COUNTY APPLICATION FOR 2019-2020 CDBG FUNDS  
FAIR HOUSING EDUCATION AND OUTREACH SERVICES**

**APPLICATION SUMMARY**

<b>ORGANIZATION NAME</b>		
<b>MAILING ADDRESS</b>  If P.O. Box, include Street Address on second line		
<b>TELEPHONE</b>		<b>LEGAL STATUS</b>
<b>FAX NUMBER</b>		<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: _____
<b>NAME CHIEF ADMIN/ CONTACT</b>		
<b>INTERNET WEBSITE (if applicable)</b>		
<b>E-MAIL ADDRESS</b>		

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

<b>PROJECT NAME</b>	<b>PROJECT CONTACT PERSON</b>	<b>PHONE NUMBER</b>	<b>E-MAIL</b>

**2018 FUNDS REQUESTED:** Please list the amount and source of funding for which you are applying.

**SECTION 6 – REQUIRED FORMS – ATTACHMENT B**

<b>AMOUNT OF CDBG FUNDS REQUESTED</b>	<b>TOTAL PROJECT COST</b>	<b>PERCENT OF CDBG FUNDS TO TOTAL PROJECT COST</b>
\$	\$	\$

\_\_\_\_\_  
Signature of Chief Elected Official/Organization Head

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**BENEFICIARIES**

**A. TARGET POPULATION:** In the space below, provide a description of who will be targeted for fair housing education and outreach services.

**PROJECT APPROACH**

**B. SCOPE OF WORK:** In the space below, provide a detailed description of the fair housing education and outreach services that will be performed, as well as, the data that will be collected and reported to the County. Include information on any partnerships that have been or will be formed in order to ensure the success of the project.

**SECTION 6 – REQUIRED FORMS – ATTACHMENT B**

**C. OUTCOMES/PROPOSED ACCOMPLISHMENTS:** Provide information regarding the unduplicated number of people to be served.

\_\_\_\_\_ Number of unduplicated people to be served

**D. 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**

**E. WORK PLAN WITH TIMELINE AND MILESTONES:** In the space below, provide a work plan for how the project will be organized, implemented, and administered. Include a timeline and accomplishments from initiation through project completion. This should assume that contracts will be awarded in the second quarter of 2019 (April 1 – June 30, 2019). Add in extra quarters as needed.

<b>ON OR BEFORE</b>	<b>ACCOMPLISHMENTS</b>
June 30, 2019	
September 30, 2019	
December 31, 2019	

## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

### EXPERIENCE AND QUALIFICATIONS

**F. AGENCY EXPERIENCE AND QUALIFICATIONS:** Describe the experience and qualifications of your agency related to providing fair housing education and outreach services. If your agency has received HUD Fair Housing Initiatives Program (FHIP) or Fair Housing Assistance Program (FHAP) funding, please mention the specific program, year, and dollar amount of award.

**G. STAFF EXPERIENCE AND QUALIFICATIONS:** Describe the experience and qualifications of key staff related to providing fair housing education and outreach services. Be sure to attach resumes for key staff to the application.

**SECTION 6 – REQUIRED FORMS – ATTACHMENT B**

**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 position will work on this project.
- Column 5), for each staff position 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	2019 ESTIMATED		CDBG-FUNDED	
	2) FTE	3) TOTAL SALARY	4) ESTIMATED HOURS ON THIS PROJECT	5) CDBG – FUNDED AMOUNT OF SALARY

1) POSITION TITLE	2020 ESTIMATED		CDBG-FUNDED	
	2) FTE	3) TOTAL SALARY	4) ESTIMATED HOURS ON THIS PROJECT	5) CDBG – FUNDED AMOUNT OF SALARY

**SECTION 6 – REQUIRED FORMS – ATTACHMENT B**

**H. AGENCY GOVERNING BODY:** How many Board meetings has your governing body or Board of Directors scheduled or is expected to schedule for 2019? \_\_\_\_\_

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

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

**SECTION 6 – REQUIRED FORMS – ATTACHMENT B**

**I. STAFF/BOARD/VOLUNTEERS DESCRIPTORS:** For your organization's 2019 staff, board and volunteers, indicate by number and percentage the following characteristics.

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

## SECTION 6 – REQUIRED FORMS – ATTACHMENT B

### PROGRAM BUDGET AND OTHER FUNDS

- J. DETAILED PROJECT BUDGET:** Following the description of allowable costs that may be charged to the CDBG Program are the Project Budgets for 2019 and 2020. Complete the budget(s) 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.

Complete one budget for 2019 and a second budget for 2020 if wanting to be considered for funding in 2019.

## CDBG Allowable Activity Costs

Item	Activity Related Costs
<b>a. Activity Hard Costs</b>	
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.	X
<b>b. Activity Personnel Costs</b>	
2. Staff and overhead costs <b>DIRECTLY</b> 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.	X
<b>c. Related Soft Costs/Operating Costs</b>	
3. <b>PUBLIC SERVICES ONLY:</b> Operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. <sup>1</sup> 24 CFR 570.207 (b) (2)	X
4. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.	X
5. Costs to process and settle the financing for a project, such as 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.	X
6. Costs of a project audit	X
7. Costs to provide activity related information services, such as affirmative marketing and fair housing information to	X

<sup>1</sup> 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 FORMS – ATTACHMENT B**

<b>Item</b>	<b>Activity Related Costs</b>
prospective homeowners and tenants.	
8. Impact fees that are charged to all projects within Dane County.	X
9. Environmental Reviews.	X
<b>d Relocation costs</b> 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.	X
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.	X



**Detailed Project Budget – 2019**

Identify the sources and uses of funding for the program/project.

Uses Line Item	Total Activity Budget	CDBG-Funded Activity Costs	Funding Source:	Funding Source:
<b>A. Personnel</b>				
Salaries				
Taxes				
Benefits				
Subtotal Personnel				
<b>B. Operating</b>				
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:				
Subtotal Operating				
<b>C. Space</b>				
Rent				
Utilities				
Maintenance				
Mortgage Interest, Depreciation				
Property Taxes				
Subtotal Space				
<b>D. Other Activity Costs</b>				
Assistance to Individuals				
Other:				
Subtotal Special Costs				
<b>TOTAL</b>				

**Detailed Project Budget - 2020**

Identify the sources and uses of funding for the program/project.

Line Item	Total Activity Budget	CDBG-Funded Activity Costs	Funding Source:	Funding Source:
<b>A. Personnel</b>				
Salaries				
Taxes				
Benefits				
Subtotal Personnel				
<b>B. Operating</b>				
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:				
Subtotal Operating				
<b>C. Space</b>				
Rent				
Utilities				
Maintenance				
Mortgage Interest, Depreciation				
Property Taxes				
Subtotal Space				
<b>D. Other Activity Costs</b>				
Assistance to Individuals				
Other:				
Subtotal Special Costs				
<b>TOTAL</b>				

**STANDARD TERMS AND CONDITIONS**

Request for Bids/Proposals/Contracts

Rev. 03/2018

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 dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

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

## SECTION 7 – STANDARD TERMS AND CONDITIONS

as a 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,

## SECTION 7 – STANDARD TERMS AND CONDITIONS

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 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

## SECTION 7 – STANDARD TERMS AND CONDITIONS

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 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"



**2018 DANE COUNTY URBAN COUNTY CONSORTIUM MEMBERS**

Note: The membership for 2019 is subject to change.

Town of Albion	Town of Medina
Village of Belleville	City of Middleton
Town of Berry	Town of Middleton
Town of Black Earth	City of Monona
Village of Black Earth	Town of Montrose
Town of Blooming Grove	Village of Mount Horeb
Village of Blue Mounds	Town of Oregon
Town of Blue Mounds	Village of Oregon
Town of Bristol	Town of Perry
Village of Brooklyn	Town of Pleasant Springs
Town of Burke	Town of Primrose
Village of Cambridge	Village of Rockdale
Town of Christiana	Town of Roxbury
Town of Cottage Grove	Town of Rutland
Town of Cross Plains	Village of Shorewood Hills
Village of Cross Plains	Town of Springdale
Town of Dane	Town of Springfield
Village of Dane	City of Stoughton
Town of Deerfield	City of Sun Prairie
Village of Deerfield	Town of Sun Prairie
Town of Dunkirk	Town of Vermont
Town of Dunn	City of Verona
City of Fitchburg	Town of Verona
Town of Madison	Village of Waunakee
Village of Marshall	Town of Vienna
Town of Mazomanie	Town of Westport
Village of Mazomanie	Town of Windsor
Village of McFarland	Town of York

Municipalities not participating in the Urban Consortium:

City of Edgerton