



## REQUEST FOR PROPOSALS (RFP)

Department of Administration  
County of Dane, Wisconsin

COUNTY AGENCY

Office of Economic & Workforce Development

RFP NUMBER

**#116095**

RFP TITLE

CDBG – Fair Housing Services

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal and to inform them of basic requirements that the County uses as part of its standard contract process. *All proposals must include the completed Dane County Application for 2017 CDBG Funds Economic Assistance.*

DEADLINE FOR  
RFP SUBMISSIONS

2:00 P.M. Central Time

**October 13, 2016**

LATE, FAXED, ELECTRONIC MAIL OR UNSIGNED PROPOSALS WILL BE REJECTED

SUBMIT RFP TO  
THIS ADDRESS

DANE COUNTY PURCHASING DIVISION  
ROOM 425 CITY- COUNTY BUILDING  
210 MARTIN LUTHER KING JR BLVD  
MADISON, WI 53703-3345

SPECIAL  
INSTRUCTIONS

- ☐ Label the lower left corner of your sealed submittal package with the RFP number
- ☐ Place the Signature Affidavit as the first page of your proposal
- ☐ Submit one original and ( 6 ) copies of your Completed Dane County Application for 2017 CDBG Funds – Fair Housing
- ☐ Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD, DVD, or flash drive

DIRECT ALL INQUIRES  
TO

<b>TITLE</b>	Carolyn Ninedorf
<b>PHONE #</b>	Purchasing Agent
<b>FAX #</b>	608/266-4966
<b>EMAIL</b>	608/266-4425
<b>WEB SITE</b>	Ninedorf.carolyn@countyofdane.com <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>

DATE RFP ISSUED: **September 13, 2016**

RFP BLANK REVISED 9/12

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- A. Signature Affidavit
- B. Vendor Registration Certification
- C. Dane County Application for 2017 CDBG Funds – Fair Housing and Education Outreach Services
- D. Fair Labor Practices Certification

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- A. 2016 Dane County Urban County Consortium Members

## 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 and 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 above.

The contract resulting from this RFP will be administered by Dane County, Office of Economic & Workforce Development

This Request for Proposal (RFP) is issued on behalf of Dane County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.

### 1.2 Scope of the Project

#### 1.2.1 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 two key pieces of legislation which were signed by the Governor, SB 466 and 2011 Wisconsin Act 108, which will be implemented in 2012 that 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.

#### 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 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.

#### 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.

### 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 subrecipients, OMB Circular A-122 for non-profit subrecipients, 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.

### Ineligible 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 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.

- 1.2.2 Objectives  
To promote fair housing activities that will affirmatively further fair housing in the 56 participating jurisdictions in the Dane County Urban County Consortium.
- 1.2.3 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/analyses\\_of\\_impediments\\_to\\_fair\\_housing\\_choice\\_2011\\_final.pdf](http://pdf.countyofdane.com/humanservices/cdbg/2011/analyses_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., 2016

#### 1.2.4 Current Operations

In 2015 and 2016, a grant was awarded to the Metropolitan Milwaukee Fair Housing Council for Fair Housing Education and Outreach Services.

#### 1.3 Definitions

The following definitions are used throughout the RFP.

**County** means Dane County

**County Agency** means Department /Division utilizing the service or product

**Proposer/vendor** means a firm submitting a proposal in response to this RFP.

**Contractor** means proposer awarded the contract.

#### 1.4 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** (see 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 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.

#### **Mailing Address:**

**Dane County Purchasing Division  
Room 425 City-County Bldg.  
210 Martin Luther King Jr. Blvd  
Madison, WI 53703-3345**

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.

#### 1.5 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 web site at [www.danepurchasing.com](http://www.danepurchasing.com)

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 RFP Cover Page /Signature Affidavit.

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

#### 1.6 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 a supplement to this RFP and posting such supplement on the Dane County web site at [www.danepurchasing.com](http://www.danepurchasing.com) . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
September 13, 2016	Date of issue of the RFP
September 26, 2016	Last day for submitting written inquiries (2:00 p.m. Central Time)
September 28, 2016	Supplements or revisions to the RFP posted on the Purchasing Division web site at <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
October 13, 2016	Proposals due from vendors
November 2016	Oral presentation by invited vendors, if needed
November/December 2016	Notification of intent to award sent to vendors
First Quarter of 2017	Contract start date (subject to change based on County's notice of CDBG & HOME allocation from HUD).

#### 1.7 Contract and Funding

Grants for up to \$10,000 in 2017. The contract may be renewed for one additional year (2018). The amount of funds available in 2017 and 2018 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.

## 1.8 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 Wisconsin Relay (711).

## 2.0 PREPARING AND SUBMITTING A PROPOSAL

### 2.1 General Instructions

The evaluation and selection of a subrecipient and the contract will be based on the information submitted in the proposal and any required on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

### 2.2 Incurring Costs

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

### 2.3 Vendor Registration

**All proposers wishing to submit a proposal must be a paid registered vendor with Dane County.** Prior to the RFP opening, you can complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com), or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

### 2.4 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.

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

## 2.5 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 (Special Instructions).

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 burned to a flash drive, CD or DVD.**

## 2.6 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Required forms (See Section 8 of this RFP)
  - [Attachment A](#)      [Signature Affidavit](#)
  - [Attachment B](#)      [Vendor Registration Certification](#)
  - [Attachment C](#)      [Dane County Application for CDBG Funds- Fair Housing Services](#)
  - [Attachment D](#)      [Fair Labor Practices Certification](#)
- Appendices (Additional Information the proposer submits)

## 2.7 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.

## 2.8 Oral Presentations and Site Visits

All proposers who meet the mandatory requirements will be required to make oral interview presentations to supplement their proposals. 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.

### 3.0 PROPOSAL SELECTION AND AWARD PROCESS

#### 3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). 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.

#### 3.2 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 and oral presentations.

#### 3.3 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.

#### 3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percent</u>
1.	Beneficiaries	10
2.	Project Approach	30
3.	Experience and Qualifications	30
4.	Program Budget	20
5.	Past Performance*	10
	Total	<u>100</u>

\* 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.)

### 3.5 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.

## 4.0 GENERAL PROPOSAL REQUIREMENTS

**Please respond to these requirements using the application at the end of this document.**

### 4.1 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.

### 4.2 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.

### 4.3 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.
- Provides 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 2017.

### 4.4 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.

#### 4.5 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.

#### 4.6 Mandatory Requirements

In order to be evaluated, programs must:

**NOTE: Programs not meeting the mandatory requirements will not be evaluated.**

- 4.6.1 Be an eligible activity.
- 4.6.2 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.
- 4.6.3 Address one of the funding priority areas established by the CDBG Commission.
- 4.6.4 Not be a HUD listed debarred or ineligible contractor.

### 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/>.

## 5.3 Domestic Partner Equal Benefits Requirement

The contractor [or grant beneficiary] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the

contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found

#### 5.4 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 .See Section 27.0 Standard Terms and Conditions. The minimum living wage rate for 2017 is \$12.50. For future years it will be: \$13.00 for 2018, \$13.50 for 2019, \$14.00 for 2020, \$14.50 for 2021 and \$15.00 for 2022. After 2022, the living wage will increase annually according to the increase in the Consumer Price Index. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at [http://www.danepurchasing.com/living\\_wage.aspx](http://www.danepurchasing.com/living_wage.aspx) .

#### 5.5 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.



## 5.6 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.
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.

#### 5.7 **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 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.

## 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	Signature Affidavit
Attachment B	Vendor Registration Certification
Attachment C	DANE COUNTY APPLICATION FOR 2015 CDBG FUNDS – Fair Housing and Outreach Services
Attachment D	Fair Labor Practices Certification

## **RFP #116095: 2017 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
- ☐ Vendor Registration Certification
- ☐ DANE COUNTY APPLICATION FOR 2017 CDBG FUNDS  
ECONOMIC ASSISTANCE,
  - Are resumes attached?
  - Is there a complete budget?
- ☐ Fair Labor Practices Certification

**RFP COVER PAGE  
SIGNATURE AFFIDAVIT**

**NAME OF FIRM:**

In signing this proposal, we also 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 proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print**

\_\_\_\_\_  
**Date**

☐ **Addendums** -This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_

## VENDOR REGISTRATION CERTIFICATION

Per Dane County Ordinance, Section 62.15, "Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20."

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

Complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com). You will be prompted to create a username and a password and you will receive a confirmation message, then log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line.

## CERTIFICATION

The undersigned, for and on behalf of the **PROPOSER, BIDDER OR APPLICANT** named herein, certifies as follows:

- ☐ This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # \_\_\_\_\_

Paid until \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

## DANE COUNTY APPLICATION FOR 2017-2018 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.

PROJECT NAME	PROJECT CONTACT PERSON	PHONE NUMBER	E-MAIL

**2017 FUNDS REQUESTED:** Please list the amount and source of funding for which you are applying.

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

---

Signature of Chief Elected Official/Organization Head

---

Title

---

Printed Name  
**BENEFICIARIES**

---

Date

- 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.



**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.

- 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 2017 (April 1 – June 30, 2017). Add in extra quarters as needed.

ON OR BEFORE	ACCOMPLISHMENTS
June 30, 2017	
September 30, 2017	
December 31, 2017	

## **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.

## 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.

	2015 ESTIMATED		CDBG-FUNDED	
1) POSITION TITLE	2) FTE	3) TOTAL SALARY	4) ESTIMATED HOURS ON THIS PROJECT	5) CDBG – FUNDED AMOUNT OF SALARY

	2016 ESTIMATED		CDBG-FUNDED	
1) POSITION TITLE	2) FTE	3) TOTAL SALARY	4) ESTIMATED HOURS ON THIS PROJECT	5) CDBG – FUNDED AMOUNT OF SALARY

**H. AGENCY GOVERNING BODY:** How many Board meetings has your governing body or Board of Directors scheduled or is expected to schedule for 2017? \_\_\_\_\_

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>	

**I. STAFF/BOARD/VOLUNTEERS DESCRIPTORS:** For your organization's 2017 staff, board and volunteers, indicate by number and percentage the following characteristics.

DESCRIPTOR	• STAFF		• BOARD		VOLUNTEER	
	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>						

## **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 2017 and 2018. 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 2017 and a second budget for 2018 if wanting to be considered for funding in 2017.

## 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 prospective homeowners and tenants.	X
8.	Impact fees that are charged to all projects within Dane	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).



Item		Activity Related Costs
County.		
9.	Environmental Reviews.	X
d <b>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 – 2017

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				

Uses Line Item	Total Activity Budget	CDBG-Funded Activity Costs	Funding Source:	Funding Source:
<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 - 2018

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>				

**FAIR LABOR PRACTICES CERTIFICATION**  
**Dane County Ordinance 25.11(28)**

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

That PROPOSER, BIDDER OR APPLICANT has: (Check One)

\_\_\_\_\_ 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 Certification is signed.

\_\_\_\_\_ 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 Certification is signed

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

**NOTE:** You can find information regarding the violations described above at: [www.nlrb.gov](http://www.nlrb.gov) and <http://werc.wi.gov>.

**For Reference Dane County Ord. 28.11 (28) 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.

## STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

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 on the vendor's letterhead, 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 RFP #116095

shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department 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 vendor 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 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. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

## 20.0 INDEMNIFICATION & INSURANCE.

20.1. PROVIDER 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 PROVIDER 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

PROVIDER 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, PROVIDER shall, at PROVIDER'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, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER 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.

PROVIDER 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 PROVIDERS 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.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER 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

PROVIDER 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.

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

20.2.5. Umbrella or Excess Liability.

PROVIDER 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. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, PROVIDER 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 PROVIDER'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, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER 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 PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. 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 PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

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 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-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. 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.

26.1 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.

27.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

27.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

27.02 Bidders are exempt from the requirement of this section if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER 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 Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

27.05 PROVIDER 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."



## APPENDIX A: 2016 DANE COUNTY URBAN COUNTY CONSORTIUM MEMBERS

Note: The membership for 2017 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
Village of De Forest	Town of Vermont
Town of Dunkirk	City of Verona
Town of Dunn	Town of Verona
City of Fitchburg	Village of Waunakee
Town of Madison	Town of Vienna
Village of Marshall	Town of Westport
Town of Mazomanie	Town of Windsor
Village of Mc Farland	Town of York