REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY	Office of Economic & Workforce Development
RFP NUMBER	**116050**
RFP TITLE	**CDBG – Tenant Based Rental Assistance**
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 2016 & 2017 HOME Tenant Based Rental Assistance*
DEADLINE FOR RFP SUBMISSIONS	2:00 P.M. Central Time **July 1, 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 six (6) copies, three hole punched with no binding.** ❑ **Submit one complete electronic copy in a single PDF file burned to a CD, DVD or flash drive.**
DIRECT ALL INQUIRES TO	**NAME** Carolyn A. Ninedorf **TITLE** Purchasing Agent **PHONE #** 608/266-4966 **FAX #** 608/266-4425 **EMAIL** ninedorf.carolyn@countyofdane.com **WEB SITE** www.danepurchasing.com

DATE RFP ISSUED: May 27, 2016

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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 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 2016 & 2017 HOME Tenant Based Rental Assistance 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 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

Dane County is soliciting applications from organizations interested in operating a tenant based rental assistance program.
Funding is being made available under the Home Investment Partnership (HOME) Program.

<u>Eligible Applicants</u>

Public or private non-profit agencies or organizations including faith-based organizations.

<u>Project Basics</u>

Organizations selected as subrecipients to operate a tenant based rental assistance program will be expected to comply with the requirements in the *HOME Tenant-Based Rental Assistance (TBRA) Program Standards* for operating the program. These include, in part:

- Marketing the program.
- Conducting initial pre-screening, intake, and income eligibility determinations of applicants.
- Determining appropriate unit size, rental subsidies and

household contributions for program participants.

- Ensuring potential rental units meet Section 8 Housing Quality Standards.
- Ensuring potential rental units constructed before 1978 are inspected for lead-based paint hazards. If deteriorated paint is found, ensuring it is properly remediated in compliance with the Lead Safe Housing Rule.
- Ensuring assisted rental units are rented for reasonable amount, compared to rents charged for comparable unassisted units.
- Reviewing the leases for all assisted units and ensuring they meet the requirements of §92.209.
- Managing and maintaining housing assistance contracts with participating landlords, including making timely rent payments.

Eligible Expense Categories

The following categories of expense shall be considered eligible for funding under the program:

- The rental assistance and security deposit payments made to provide tenant-based rental assistance for program participants.

- The costs of inspecting assisted units.

- The costs of determining the income eligibility of assisted households.

Ineligible Uses of TBRA Assistance

The following categories of expense shall be considered ineligible for funding under the program.

1. Make commitments to specific owners for specific units/projects. Tenants must be free to use the assistance in any eligible unit;
2. Assist resident owners of cooperative housing that qualifies as home ownership housing. TBRA may, however, be used by a tenant who is renting from a cooperative unit owner;
3. Prevent displacement of, or provide relocation assistance to tenants as a result of activities other than the HOME Program.
4. Pay for the overnight or temporary shelter of homeless persons.
5. Duplicate existing rental assistance programs that already

reduce the tenant's rent payment to 30 percent of income. For example, if a household is already receiving assistance under the Section 8 Program, the household may not also receive assistance under a HOME TBRA program.

Tenant Income Eligibility Requirements

1. Income limits are established by household size and revised annually by the U.S. Department of Housing and Urban Development (HUD). In order to be eligible, program participants' total Gross Annual Household Income must be at or below 60 percent area median income.
2. The income of each tenant will be determined in accordance with 24 CFR 92.203.

Lease Requirements

1. The lease between the tenant and owner must be for not less than one year, unless by mutual agreement between the tenant and owner.

2. The lease may not contain any of the provisions prohibited under §92.253.

Eligible Units

1. TBRA assisted units must be located in one of the participating municipalities of the Dane County Urban County Consortium. Location area may be expanded to all of Dane County if funds have not been committed to specific households within 9 months of the execution of the subrecipient agreement. The expansion of service area will be determined by Office of Economic and Workforce Development staff with consultation of the CDGB Commission.

2. TBRA assisted units must meet Section 8 Housing Quality Standards. The property must pass an HQS Inspection prior to the effective date of the TBRA assistance.

3. Properties constructed or manufactured before 1978 must be inspected for lead-based paint hazards. If deteriorated paint is found it must be properly remediated in compliance with the Lead Safe Housing Rule.

4. TBRA participants may select units that are privately-owned. TBRA may not be provided to a family who

proposes to rent a unit that receives a project-based rental assistance through Federal, state or local programs, if the HOME assistance would provide duplicative subsidy.

5. TBRA assisted units must rent for a reasonable amount, compared to rents charged for comparable unassisted units. Subrecipients administering a TBRA program on behalf of the County must document the basis for their rent reasonableness determinations

Occupancy Standards

Occupancy standards are used to provide consistent criteria for determining the unit size for which the household is eligible and thus, the amount of assistance to be provided. Fair housing rules permit a household to select smaller units that do not create seriously overcrowded conditions. Participants may also select larger units at their own expense (i.e., TBRA subsidy will not cover the increased cost of a larger unit). In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms should be considered when evaluating the individual circumstances of the family.

1. No more than two persons are required to (or should) occupy a bedroom;
2. Persons of different generations (i.e., grandparents, parents, children), persons of the opposite sex (other than spouses/couples) and unrelated adults are not required to share a bedroom;
3. Children of the same sex, within 5 years of age, and couples living as domestic partners (whether or not legally married) must share the same bedroom for purpose of assigning the bedroom size on housing HOME Program TBRA Voucher;
4. A live-in care attendant who is not a member of the family is not required to share a bedroom with another household member;
5. Individual medical problems (i.e., chronic illness) sometimes require either separate bedroom for household members who would otherwise be required to share a bedroom or an extra bedroom to store medical equipment. (Note: Documentation supporting the larger sized unit and related subsidy is required.)
6. In most instances, a bedroom is not provided for a family member who will be absent most of the time, such as a member who is away in the military. A larger size HOME Program TBRA Voucher may be issued for an absent family member if individual circumstances warrant.

1.2.2 Objectives

To promote access to rental housing for low-income households through the provision of rental subsidy assistance.

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 community needs documented through “hard” data sources.

3. Any additional funding needed to make the project viable must be secured in order for a contract to be executed.

4. Projects must be shovel-ready, meaning the project will begin in the year in which the contract is awarded.

5. Projects must be delivered in a cost effective manner with measurable performance outcomes.

6. It is expected that all or a portion of funds will be targeted to areas of greatest need.

1.2.4 Current Operations

This is a new program with no current operations.

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

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 . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
May 27, 2016	Date of issue of the RFP
May 10, 2016	Last day for submitting written inquiries (2:00 p.m. Central Time)
May 12, 2016	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
July 1, 2016	Proposals due from vendors
July 6, 2016	Vendors notified of time and location of oral presentations
July 16, 2016	Oral presentation by invited vendors
Fourth Quarter of 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 Funding

The amount of funding available for this project is $60,000 for the County's 2016 HOME Allocation. Additional funding from the County's 2017 may also be available.

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, 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 a single PDF file burned to a CD, DVD or flash drive.**

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:

RFP Checklist

- Required forms (See Section 8 of this RFP)
  - Attachment A Signature Affidavit
  - Attachment B Vendor Registration Certification
  - Attachment C Dane County Application for 2016 and 2017 HOME Tenant Based Rental Assistance Application
  - 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 4.6). 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:

	Description	Percent
1.	Need and Justification	
	a. Need	5
	b. Priorities	5
	c. Targets area of greatest need	10
2.	Benefit to Low-and Moderate Income Persons	10
3.	Project Approach	
	a. Project Description	10
	b. Work Plan	5
	c. Marketing/Outreach	5
	d. Outcomes	3
	e. Displacement	2
4.	Experience and Qualifications	
	a. Undertaken projects of similar complexity and scope	3
	b. Staff Resources	10
	c. Oversight and commitment to quality	2
5.	Financial Information	
	a. Budget and efforts to secure/leverage other funding	13
	b. Financial stability of organization	2
6.	Past Performance (If previously funded, ability to meet timelines and goals in a reasonable fashion, compliance with prior contracts. Maximum points will be awarded to new applicants)	10
7.	Partnerships	5
	TOTAL	100

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.

4.3 Project Description and 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 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 describes the experience of the organization related to performing income documentation for income eligibility, rental housing inspections, managing rental assistance contracts and payments, and the experience and qualifications of key staff to be assigned to the 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 HOME 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.

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 (d). See Section 28.0 Standard Terms and Conditions. The minimum living wage rate for 2016 is $11.66. 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 .

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.

3. 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 Affirmative Action to Ensure Equal Employment Opportunity (EO 11246)

This section is applicable to construction contracts/subcontracts exceeding $10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

   Goals for Women = 6.9 percent (this goal applies nationwide)

   Goals for minority participation = 2.2 percent (this goal applies county-wide)

   These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic are located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. The contractor is also subject to the goals for both its federal and nonfederal construction.

3. The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's

goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The contractor shall provide written notification to the awarding agency and the County of Dane within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

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

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

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

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

6.0 REQUIRED FORMS

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

Attachment A	Signature Affidavit
Attachment B	Vendor Registration Certification
Attachment C	DANE COUNTY APPLICATION FOR 2016 & 2017 HOME Tenant Based Rental Assistance
Attachment D	Fair Labor Practices Certification

RFP #116050: 2017 HOME Tenant Based Rental Assistance 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 2016 and 2017 HOME Tenant Based Rental Assistance
  - o Are resumes attached?
  - o Is there a complete budget?
- ❑ Fair Labor Practices Certification

Attachment A
Submit With RFP

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 herby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #_____ Addendum #_____Addendum #_____Addendum #_____

Attachment B
Submit With RFP

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.. You will prompted to create a username and a password and you will receive a confirmation message, than 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

Attachment C
Submit With RFP

DANE COUNTY APPLICATION FOR 2016 & 2017 HOME FUNDS
TENANT BASED RENTAL ASSISTANCE

APPLICATION SUMMARY

ORGANIZATION NAME		
MAILING ADDRESS If P.O. Box, include Street Address on second line		
TELEPHONE		**LEGAL STATUS**
FAX NUMBER		☐ Municipality
NAME CHIEF ADMIN/ CONTACT		☐ Private, Non-Profit
INTERNET WEBSITE (if applicable)		☐ Private, For Profit Federal EIN: _____
E-MAIL ADDRESS		DUNS Number:

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

PROJECT NAME	PROJECT CONTACT PERSON	PHONE NUMBER	E-MAIL

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

AMOUNT OF HOME FUNDS REQUESTED	TOTAL PROJECT COST	PECENT OF HOME FUNDS TO TOTAL PROJECT COST
$	$	$

Signature of Chief Elected Official/Organization Head

Title

Printed Name

Date

NEED AND JUSTIFICATION

A. **PROJECT NEED:** In the space below, provide a brief description of the need or problem that will be addressed.

BENEFICIARIES

B. **POPULATION TO BE SERVED:** In the space below, provide a brief description of the population that will benefit from this project.

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

PROJECT APPROACH

D. **REFERRAL/PRE-SCREENING/APPLICATION PROCESS:** In the space below, provide a description of the referral, pre-screening, and application process for program participants that will be undertaken.

E. TENANT SELECTION CRITERIA: In the space below, describe the selection criteria that will be used to determine how participants will be selected to receive assistance.

F. **SUPPORTIVE SERVICES:** In the space below, provide a description of supportive services, if any, that will be provided to program participants.

G. **HOUSING QUALITIY STANDARDS (HQS) INSPECTIONS:** In the space below, provide a description of who, when, and how the required Housing Quality Standards (HQS) inspections will be conducted. Provide information on the background and training of the individual(s) who will conduct the inspections. If this individual is yet to be selected, identify the criteria and process that will be used for selection.

H. **RENTAL SUBSIDY CRITERIA:** If using more restrictive standards than those specified in the RFP and Program Standards, in the following space, provide a description of the rental subsidy criteria that will be considered when making program participant subsidy determinations. .

I. **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 first quarter of 2017 (January 1 – March 31, 2017). Add in extra quarters as needed.

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

J. **OUTREACH AND MARKETING INITIATIVES:** In the space below, provide a description of the outreach and marketing initiatives that will be undertaken to inform potential participants of the project, eligibility criteria, and method(s) by which they may participate. Include specific strategies to promote the program in participating municipalities of the Dane County Urban County Consortium.

K. **OUTCOMES/PROPOSED ACCOMPLISHMENTS:** Provide information regarding the unduplicated number of households to be served with these funds in 2017.

_____ Number of households to be served.

L. **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.

EXPERIENCE AND QUALIFICATIONS

M. **RENTAL SUBSIDY PROGRAM MANAGEMENT:** Describe the experience and qualifications of your organization related to executing and managing housing assistance contracts, including making timely payments to participating landlords.

N. **INCOME DOCUMENTATION:** Describe the experience and qualifications of your organization related to performing income documentation for program eligibility.

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

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

Q. PERSONNEL SCHEDULE

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

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

	2017 ESTIMATED		HOME-FUNDED	
1) POSITION TITLE	**2) FTE**	**3) TOTAL SALARY**	**4) ESTIMATED HOURS ON THIS PROJECT**	**5) HOME – FUNDED AMOUNT OF SALARY**

R. **LIST PERCENT OF STAFF TURNOVER** _____% Divide the number of resignations or terminations in calendar year 2015 by the total number of budgeted positions. Do not include seasonal positions. Explain if you had 20% or more turnover in a certain staff position/category. Discuss any other noteworthy staff retention issues, or policies to reduce staff turnover.

S. **AGENCY/ORGANIZATION GOVERNING BODY:** How many Board meetings has your governing body or Board of Directors scheduled for 2016? _____

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

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

T. **STAFF/BOARD/VOLUNTEERS DESCRIPTORS:** For your organization's **2016** staff, board and volunteers, indicate by number and percentage the following characteristics.

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

FINANCIAL INFORMATION

U. **ORGANIZATION BUDGET:** ***2016 and 2017 Proposed Budget.*** **Identify the 2016 and proposed 2017 budget for your *entire* organization by source and use of revenue.** (You may change row headings to make them applicable to your organization.) .

ACCOUNT CATEGORY Source	2016 REVENUE SOURCE TOTAL	PERSONNEL	OPERATING	SPACE	SPECIAL COSTS
DANE CO HUMAN SERV					
DANE CO CDBG/HOME					
MADISON COMM SERV					
MADISON CDBG/HOME					
UNITED WAY ALLOC					
UNITED WAY DESIG					
OTHER GOVT					
FUND RAISING					
USER FEES					
OTHER					
TOTAL					

ACCOUNT CATEGORY Source	2017 REVENUE SOURCE TOTAL	PERSONNEL	OPERATING	SPACE	SPECIAL COSTS
DANE CO HUMAN SERV					
DANE CO CDBG/HOME					
MADISON COMM SERV					
MADISON CDBG/HOME					
UNITED WAY ALLOC					
UNITED WAY DESIG					
OTHER GOVT					
FUND RAISING					
USER FEES					
OTHER					
TOTAL					

V. **2017 COST EXPLANATION:** *(Complete only if significant financial changes are anticipated between 2016 and 2017.)* Explain specifically, by revenue source and/or account category, any noteworthy change in the 2017 request. For example, unusual cost increase, program expansion, Living Wage requirements, or loss of revenue.

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

X. **FUNDS NEEDED:** In the space below, please describe why HOME funds are needed to ensure the viability of this project.

Y. DETAILED PROJECT BUDGET

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

Column 1	TOTAL PROJECT BUDGET. This is the total amount budgeted for this project.
Column 2	HOME FUNDED. This is the County HOME funded portion of the total project budget.
Remaining Columns	Identity the remaining sources of funds and their uses for this project.

HOME Allowable Tenant Based Rental Assistance Activity Costs

Item		Activity Related Costs
a.	**Eligible Cost (**applicable to project)	
1.	Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance for a family.	X
2.	The costs of inspecting the assisted units	X
3.	The costs of determining the income eligibility of the assisted households.	X

Detailed Project Budget

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

USES	TOTAL PROJECT BUDGET	SOURCES					
		HOME FUNDS	SOURCE	SOURCE:	SOURCE:	SOURCE:	SOURCE:
HARD COSTS:							
Rental Subsidy Assistance							
Security Deposit Assistance							
SOFT COSTS:							
Property Inspections							
PERSONNEL:							
Salaries							
Taxes							
Benefits							
TOTALS							

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 APPLLICANT, which has a submitted a proposal, bid or application for a contract with the county of Dane.

That PROPOSER, BIDDER OR APPLLICANT 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 **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 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

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

Note: The membership for 2017 is subject to change.

APPENDIX B

Oral Presentation Questions

1. Is this funding request for a new or an existing program?

2. Describe how CDBG/HOME funds are needed to ensure the viability of this project.

3. Describe how funds are being used to address areas of greatest need and how that determination was made.

4. Will this project involve the displacement of families, households, partnerships, businesses, etc. from their homes or businesses? If yes, describe the notices and assistance your organization expects to provide and the amount of funds allocated to do so.

5. Can all funds awarded in 2017 be reasonably expected to be expended? If this is a multi-year project, what amount of funds will be spent in each year?

6. Describe the risks to undertaking this project and your plans to address them.

7. If the funding request is for an existing program, at what point will the program become self-supporting? If never, what are other sources of funding? What additional money can be leveraged?

8. Provide a 5-year history of your relationship with the CDBG/HOME programs. Provide information on the specific results compared to the expected program outcomes stated in your most recent contract(s). Please provide any additional information that will allow us to fairly evaluate your past performance.

9. Provide a list of all activities to raise other funds (with results).

10. If your organization currently has a contract for CDBG or HOME funding with the County and you have unexpended dollars from previous years, please bring along a written statement regarding why your organization should be given additional dollars.

CDBG/HOME/ADDI PROGRAM
POLICY AND PROCEDURES MANUAL

SUBJECT: TENANT-BASED RENTAL ASSISTANCE (TBRA)

PURPOSE

The HOME Program was created by the National Affordable Housing Act of 1990 (NAHA), and has been amended several times by subsequent legislation. The intent of the HOME Program is to provide decent affordable housing to lower-income households, expand the capacity of nonprofit housing providers, strengthen the ability of state and local governments to provide housing, and leverage private sector participation.

HUD HOME Policy:

Eligible Activities – 24CFR92.205 (a) (1):

HOME funds may be used by a participating jurisdiction to provide incentives to develop and support affordable rental housing and homeownership affordability through the acquisition (including assistance to homebuyers), new construction, reconstruction, or rehabilitation of non-luxury housing with suitable amenities, including real property acquisition, site improvements, conversion, demolition, and other expenses, including financing costs, relocation expenses of any displaced persons, families, businesses, or organizations; to provide tenant-based rental assistance, including security deposits; to provide payment of reasonable administrative and planning costs; and to provide for the payment of operating expenses of community housing development organizations. The housing must be permanent or transitional housing.

Eligible Activities – 24CFR92.205 (b)(1):

A participating jurisdiction may invest HOME funds as equity investments, interest-bearing loans or advances, non-interest bearing loans or advances, interest subsidies consistent with the purposes of this part, deferred payment loans, grants, or other forms of assistance that HUD determines to be consistent with the purposes of this part. Each participating jurisdiction has the right to establish the terms of assistance, subject to the requirements of this part.

Tenant-based rental assistance (TBRA) is a rental subsidy that can be used to help individual households afford housing costs such as rent and security deposits. TBRA programs help individual households, rather than subsidizing specific rental projects.

INCOME LIMITS

Income limits are established by household size and revised annually by the U.S. Department of Housing and Urban Development (HUD). In order to be eligible, program participants' total Gross Annual Household Income must be at or below 60 percent area median income.

HOUSHEOLD CONTRIBUTION, MINIMUM HOUSEHOLD CONTRIBUTION AND MAXIMUM TBRA SUBSIDY:

Household Contribution: A participating household must pay 30% of it's Adjusted Monthly Income towards rent and utilities.

Minimum Household Contribution: Zero (i.e., family reports no verifiable income – 30% x $0 = $0)*

Maximum TBRA Subsidy: The TBRA subsidy may not exceed the difference between the established HOME Rent Standard and Household Contribution identified above. The HOME TBRA Rent Standard is the same as the Dane County Housing Authority's Section 8 Housing Choice Voucher Program Payment Standard.*

Maximum TBRA Security Deposit Assistance: The maximum amount of HOME funds that may be provided for the security deposit is the equivalent of two months' rent for the assisted unit. Security deposits will be provided as a grant to the participating tenant, and paid directly to the landlord by the administering agency.

TERM OF TENANT BASED RENTAL ASSISTANCE

The term of TBRA must run in conjunction with the term of the lease, and may not exceed twelve months.

A household's TBRA may be renewed depending on availability of funds, and continued tenant and unit eligibility.

ELIGIBLE UNITS:

1. TBRA assisted units must be located in one of the participating municipalities of the Dane County Urban County Consortium. Location area may be expanded to all of Dane County, dependent upon program expenditures.

2. TBRA assisted units must meet Section 8 Housing Quality Standards. The property must pass an HQS Inspection prior to the effective date of the TBRA assistance.

3. Properties constructed or manufactured before 1978 must be inspected for lead-based paint hazards. If deteriorated paint is found it must be properly remediated in compliance with the Lead Safe Housing Rule.

4. TBRA participants may select units that are privately-owned. TBRA may not be provided to a family who proposes to rent a unit that receives a project-based rental assistance through Federal, state or local programs, if the HOME assistance would provide duplicative subsidy.

5. TBRA assisted units must rent for a reasonable amount, compared to rents charged for comparable unassisted units. Subrecipients administering a TBRA program on behalf of the County must document the basis for their rent reasonableness determinations

LEASE REQUIRMENTS

1. There must be a written lease between property owner and the TBRA recipient and the lease must be signed by both parties. The term of the lease must be at least one year, unless both agree otherwise.
2. The written lease must not contain any of the following provisions:

   - Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease;
   - Agreement by the tenant that the owner may take, hold, or sell the personal property of household members without notice to the tenant and a court decision on the rights of the parties

(this does not apply to personal property left by the tenant after move-out);

- Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent;
- Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
- Agreement that the owner may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
- Agreement by the tenant to waive a trial by jury;
- Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge a court decision;
- Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court; or
- Agreement by the tenant to participate in any specific supportive services as term or condition of the lease. Services may not be mandatory.

OCCUPANCY STANDARDS

Occupancy standards are used to provide consistent criteria for determining the unit size for which the household is eligible and thus, the amount of assistance to be provided. Fair housing rules permit a household to select smaller units that do not create seriously overcrowded conditions. Participants may also select larger units at their own expense (i.e., TBRA subsidy will not cover the increased cost of a larger unit). In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms should be considered when evaluating the individual circumstances of the family.

1. No more than two persons are required to (or should) occupy a bedroom;
2. Persons of different generations (i.e., grandparents, parents, children), persons of the opposite sex (other than spouses/couples) and unrelated adults are not required to share a bedroom;
3. Children of the same sex, within 5 years of age, and couples living as domestic partners (whether or not legally married) must share the same bedroom for purpose of assigning the bedroom size on housing HOME Program TBRA Voucher;
4. A live-in care attendant who is not a member of the family is not required to share a bedroom with another household member;
5. Individual medical problems (i.e., chronic illness) sometimes require either separate bedroom for household members who would otherwise be required to share a bedroom or an extra bedroom to store medical equipment. (Note: Documentation supporting the larger sized unit and related subsidy is required.)
6. In most instances, a bedroom is not provided for a family member who will be absent most of the time, such as a member who is away in the military. A larger size HOME Program TBRA Voucher may be issued for an absent family member if individual circumstances warrant.

INELIGIBLE USES OF TBRA ASSISTANCE

TBRA cannot be used to:

1. Make commitments to specific owners for specific units/projects. Tenants must be free to use the assistance in any eligible unit;
2. Assist resident owners of cooperative housing that qualifies as home ownership housing. TBRA may, however, be used by a tenant who is renting from a cooperative unit owner;
3. Prevent displacement of, or provide relocation assistance to tenants as a result of activities other than the HOME Program.
4. Pay for the overnight or temporary shelter of homeless persons.

5. Duplicate existing rental assistance programs that already reduce the tenant's rent payment to 30 percent of income. For example, if a household is already receiving assistance under the Section 8 Program, the household may not also receive assistance under a HOME TBRA program.