



DANE COUNTY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

REQUEST FOR PROPOSAL (RFP)

Revised 02/2020

RFP NUMBER: **120042**

RFP TITLE: **CDBG – Public Facilities**

RFP DEADLINE: **Friday, June 19, 2020**
2:00 p.m. (CST)

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

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

**DIRECT
ALL INQUIRES TO:**

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

PROPOSAL SUBMISSION CHECKLIST

Update Vendor
Registration

Read Entire RFP
Document

RFP Response
(Separate from Cost Proposal)

Cost Proposal
(Separate from RFP Response)

Upload RFP Response
and Cost Proposal to
Purchasing Bid
Dropbox

DATE ISSUED | May 4, 2020

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1.0 GENERAL INFORMATION

1.1 **Introduction**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal according to the specifications set forth within this document. *All proposals must include the completed Dane County Application for 2021 CDBG Funds Public Facilities and information requested in **Attachment C**.*

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

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

1.2 **Clarification of the Specifications**

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

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

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

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

1.3 **Vendor Conference**

[There will not be a vendor conference.](#)

1.4 **Reasonable Accommodations**

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or (608) 266-4941 (TTY).

1.5 **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 [website](#).

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

1.6 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 an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

| DATE | EVENT |
|--------------------------------|--|
| May 4, 2020 | RFP Issued |
| June 3, 2020 | Last day to submit written inquiries (2:00 p.m. CST) |
| June 5, 2020 | Addendums or supplements to the RFP posted on the Purchasing Division website |
| June 19, 2020 | Proposals due (2:00 p.m. CST) |
| Week of August 3 and August 10 | Oral Presentation by invited vendors |
| Fourth Quarter of 2020 | Notification of intent to award sent to vendors |
| First Quarter of 2021 | Contract start date (subject to change based on County's notice of CDBG & HOME allocation from HUD). |

1.7 Contract Term and Funding

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

The amount of funding available for this project is unknown at this time. The funding of this project is contingent upon Dane County's receipt of Community Development Block Grant funds from the federal department of Housing and Urban Development.

Past awards have ranged from \$50,000 to \$450,000

1.8 Submittal Instructions

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

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

Example of how to name the files:

120012 – Vendor Name – RFP Response

120012 – Vendor Name – Cost Proposal

To Submit a Proposal:

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

1.9 **Summary Posting**

Dane County Purchasing strives to complete a summary and post online the same day as the opening. The only information provided at an opening of an RFP is the name of each vendor submitting a proposal.

1.10 **Multiple Proposals**

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

1.11 **Proposal Organization and Format**

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

1.12 **Designation of Confidential and Proprietary Information**

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

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

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

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

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information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

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

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

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

1.13 Cooperative Purchasing

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

On the Vendor Information page, you will have the opportunity to participate in allowing other municipalities to piggyback this bid. Participation is not mandatory. A vendor’s decision on participating in this service has no effect on awarding the bid.

Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

1.14 Vendor Registration Program:

All proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows a vendor the opportunity to receive notifications for solicitations

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issued by the County and provides the County with up-to-date company contact information.

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

For Non-Registered Vendors:

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

For Registered Vendors:

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

1.16 Dane County Sustainability Principles

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

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

1.17 Fair Labor Practice Certification

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

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

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

SECTION 1 – GENERAL INFORMATION

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

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.0 PROPOSAL SELECTION AND AWARD PROCESS

2.1 Preliminary Evaluation

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

2.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria in Section 2. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

2.3 Oral Presentations/Interview

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

2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

| Proposal Requirements | Percent |
|--|----------------|
| 1. Need and Justification | |
| a. Need | 5% |
| b. Priorities | 5% |
| c. Targets area greatest need | 10% |
| <hr/> | |
| 2. Benefit to Low-and Moderate Income Persons | 10% |
| <hr/> | |
| 3. Project Approach | |
| a. Project Description | 5% |
| b. Work Plan | 10% |
| c. Marketing/Outreach | 5% |
| d. Outcomes | 8% |
| e. Displacement | 2% |
| <hr/> | |
| 4. Experience and Qualifications | |
| a. Undertaken projects of similar complexity and scope | 3% |

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

| | |
|---|-------------|
| b. Staff Resources | 5% |
| c. Oversight and Commitment to quality | 2% |
| d. New applicants | 3% |
| | |
| 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) | 7% |
| | |
| 7. Partnerships | 5% |
| | |
| TOTAL | 100% |

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

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

2.6 **Award and Final Offers**

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

2.7 **Notification of Intent to Award**

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

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

County: Dane County

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

Dane County Purchasing website: www.danepurchasing.com

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

Purchasing

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

3.2 Scope of Services/Specification Overview

Project Description

Dane County is soliciting applications from organizations for the construction or rehabilitation of public facilities projects **located in the participating municipalities of the Dane County Urban County Consortium (see Appendix A)**. Funding is expected to be available under the HUD-funded Community Development Block Grant (CDBG) program.

Eligible Applicants

Units of local government and related agencies, such as public schools and libraries; public or private non-profit agencies or organizations including faith-based organizations. Public facilities that are owned by a non-profit must be open to the public during normal working hours.

Eligible Public Facilities

Public facilities in the CDBG program are broadly interpreted to include all facilities that are either publicly owned or that are traditionally provided by the government, or owned by a nonprofit and operated so as to be open to the general public. Public facilities include neighborhood facilities such as parks, playgrounds and recreational facilities, public schools, firehouses, and libraries. Facilities designed for use in providing shelter for persons having special needs are also considering public facilities. Such facilities include: shelters for the homeless; convalescent homes; hospitals; nursing homes; battered spouse shelters; halfway houses for runaway children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. Transitional housing facilities where residents generally reside in the units for up to two years are also considered public facilities.

CDBG funds may be used to renovate closed buildings, such as closed school buildings, for use as an eligible public facility or to rehabilitate such buildings for housing.

CDBG funds may be used for the rehabilitation, preservation, or restoration of historic properties, whether publicly or privately owned. Historic properties are those sites or structures that are listed in or eligible to be listed in the National Register of Historic Places, listed in a State or local inventory of historic places, or

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

designated as a State or local landmark or historic district by appropriate law or ordinance. Historic preservation, however, is not authorized for buildings for the general conduct of government.

CDBG funds may be used for the construction of tornado safe shelters.

Buildings or portions thereof, used for the general conduct of government **cannot** be assisted with CDBG funds. However, a public facility otherwise eligible for assistance under the CDBG program may be provided with CDBG funds even if it is part of a multiple use building containing ineligible uses, if:

- The facility which is otherwise eligible and proposed for assistance will occupy a designated and discrete area with the larger facility; and
- It is possible to determine the costs attributable to the facility proposed for assistance as separate and distinct from the overall costs of the multiple-use building and/or facility.

Allowable costs are then limited to those attributable to the eligible portion of the building or facility.

National Objective

Four categories, three providing a benefit to low and moderate income persons and one preventing or eliminating slums or blight, are most relevant to the public facilities construction or rehabilitation category:

1. Area benefit activities (LMA)
2. Limited clientele activities (LMC)
3. Housing activities (LMH)
4. Slums and blight spot basis (SBS)

Area Benefit Activities (LMA)

Under the Area Benefit criteria, the public facility must benefit **all** residents of an area where at least 47.8% of the residents are low-and-moderate income. In addition:

- The area must be clearly delineated and records maintained on the boundaries of the service area;
- The area must be primarily residential in nature (as documented on zoning maps); and
- Census data must support the documentation that at least 47.8% of the residents are low-and-moderate income.

Limited Clientele Activities (LMC)

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

- Serve at least 51% low-and-moderate income persons, as evidenced by documentation and data concerning beneficiary family size and income;
OR
- Have income-eligibility requirements that limit the service to persons meeting the low-and-moderate income requirement, as evidenced by the

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

administering agency's procedures, intake/application forms, income limits, and other sources of documentation; **OR**

- Serve a group primarily presumed to be low-and-moderate income such as abused children, battered spouses, elderly persons, severely disabled adults¹, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; **OR**
- Be of such a nature and in a location that it may be concluded that the activity's clientele are low-and-moderate income, such as a daycare center that is designed to serve residents of a public housing complex.

Housing Activities

Public facilities may also qualify under the housing national objective if the facility exclusively assists in the provision of housing to be occupied by low-and-moderate income persons or families.

Slum and Blight Spot Basis (SBS)

These are activities that eliminate specific conditions of blight or physical decay on a spot basis and are not located in a slum or blighted area. Activities under this category are limited to rehabilitation of public buildings and historic preservation of public property that is blighted. Furthermore, rehabilitation is limited to the extent necessary to eliminate a specific condition detrimental to public health and safety. To be considered to be detrimental to public health and safety, a condition must pose a threat to the *public in general*. Examples include: preservation of a deteriorated building of historic significance or rehabilitation of a decayed community center that eliminates code violations that are detrimental to the health and safety of potential occupants, like faulty wiring, falling plaster, or other similar conditions.

Eligible Activities

Eligible activities include:

Acquisition, construction, reconstruction, installation and rehabilitation of public facilities. In undertaking these activities, design features and improvements that promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art.

Labor, materials, and other costs of rehabilitation of public facilities, including repair directed toward an accumulation of deferred maintenance, replacement of principal fixtures and components of existing structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancements of existing structures and improvements, abatement of asbestos hazards (and other contaminants).

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

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment.

Improvements to increase the efficient use of water through such means as water savings faucets and shower heads and repair of water leaks.

Connection of residential structures to water distribution lines or local sewer collection lines.

Improvements designed to remove material and architectural barriers that restrict the mobility and accessibility of severely disabled persons to buildings.

Ineligible Activities

Ineligible activities include:

- CDBG funds may not be used to pay for the operation, repair, or maintenance of public facilities.
- Buildings or portions thereof, used for the general conduct of government (such as Town Halls, Village Halls, etc.) cannot be assisted with CDBG funds...except for the removal of architectural barriers per 24 CFR 570.207 (a)

Eligible Costs

Eligible costs include the documented costs of labor and materials necessary to complete the authorized work including:

- Costs of environmental reviews.
- Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups;
- Costs to process and settle the financing for a project, such as 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.
- Monitoring of Davis-Bacon Act requirements.
- Impact fees that are charged to all projects within Dane County.
- Construction/rehabilitation costs including labor, materials, and permits.
- Relocation costs for individuals or businesses displaced by the project.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

Please note that Federal Labor Standards, including the payment of prevailing wages under Davis-Bacon, may apply to the project.

Project Basics

Organizations selected as subrecipients to undertake a public facilities project will be expected to comply with the CDBG requirements. These include, in part:

- Not beginning any work until a Notice to Proceed has been issued by the County. The County is required to complete an environmental review that may require publication and approval by HUD.
- Establishing written selection procedures for procurement transactions.
- Establishing written protest procedures to handle and resolve disputes relating to procurement.
- Establishing written standards of conduct governing the performance of employees engaged in the award and/or administration of contracts.
- Designating a Labor Standards Officer (if applicable).
- If Project award from County is greater than \$200,000 and any contract is to be over \$100,00, then discuss Section 3 preference in contracting with the County.
- Following Federal procurement guidelines and maintaining appropriate documentation.
- Obtaining any necessary permits.
- Following Federal Labor Standards and reporting guidelines.
- Monitoring of the construction/rehabilitation.
- Maintaining all required documentation (copies for the County) and submitting reports in a timely fashion to the County.

Type of Assistance

Grants for the amount of the project costs not covered by other funding sources are typically provided.

3.2.2 Objectives

To provide assistance to construct or rehabilitate senior centers, youth centers, and other public facilities.

3.2.3 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 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 that work will begin in the year in which the contract is awarded - 2021.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

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.

3.2.4 Current Operations

Awards for 2020 are pending approval of contracts. The following were recommended for funding:

| | | |
|--------------------------------------|-------------------------------|-----------|
| Boys and Girls Club of Dane County | Sun Prairie Boys & Girls Club | \$200,000 |
| Domestic Abuse Intervention Services | Public Facilities | \$100,000 |

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.0 RFP RESPONSE PREPARATION REQUIREMENTS

Proposals shall be organized to comply with the section numbers and names as shown below. Each section heading should be clearly marked. Graphics may be included. The RFP sections which should be submitted/responded to are:

4.1 Attachment A – Vendor Information

4.2 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.

4.3 Beneficiaries

The application describes the population to be served. Additional points will be given to projects located in census tracts where 47.8% of the population are considered low-and-moderate income.

4.4 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.
- Plans for notice and the relocation process for tenants, if needed.
- 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 2021.

4.5 Experience and Qualifications

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

4.6 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.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.7 **Mandatory Requirements**

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

4.7.1 Be an eligible activity.

4.7.2 **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.**

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

4.7.4 Not be a HUD listed debarred or ineligible contractor.

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

SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

5.0 SPECIAL CONTRACT TERMS AND CONDITIONS

5.1 Procurement

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

5.2 Excluded Parties List System (EPLS)

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

SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

5.3 **Federal Labor Standards**

These HUD requirements apply to CDBG-funded construction projects in excess of \$2,000 or more and apply to the entire project, not just the portion funded by CDBG. If a grant contract is awarded and Davis-Bacon will be triggered, labor standards requirements will be described in detail in the contract with the County. Additional information also can be obtained in the HUD *Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects* at <http://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf>

5.4 **Lobbying Certification**

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

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

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

5.5 **Equal Opportunity Clause**

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

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

SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

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

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

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

SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

5.6 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 area 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.

5.7 Section 3

New construction of rental housing is considered a covered project for the purposes of Section 3. As such, a Section 3 Project Implementation Plan will be required by the

SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

Subrecipient and Statements of Commitment will be required by each Prime Contractor and any subcontractors.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

HUD considers recipients of covered funding to be in compliance with Section 3 if they meet the numerical goals set forth at 24 CFR Part 135.30. Specifically:

- a. 30 percent of the aggregate number of new hires shall be Section 3 residents;
- b. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
- c. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

All Section 3 covered contracts (contracts to direct recipients in excess of \$200,000, for Section 3 covered projects, and subcontracts excess of \$100,000) shall include the following clause (referred to as the Section 3 clause) in all bid documents, contracts, and subcontracts:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor

SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

5.8 **JOB PIRATING**

Job pirating is prohibited under Section 588 of the Quality Housing and Work Responsibility Act of 1998. The County is prohibited from providing assistance that will result in the relocation of a plant, facility, or operation from one Labor Market Area to another, within three years of the date of assistance, if such relocation will result in a significant loss of jobs in the labor market area from which the relocation occurs. A significant loss is defined as the loss of 500 or more jobs or equal to or greater than one-tenth of one percent of the total number of persons in the labor force of that Labor Market Area.

5.9 **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)**

The Uniform Act is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects.

Generally a displaced person under the URA is an individual, family, partnership, association, corporation, or organization which moves from their home, business, farm, or moves their personal property as a direct result of acquisition, demolition, or rehabilitation for a federally funded project. Displaced persons are eligible for relocation assistance under the URA.

Agencies conducting a program or project under URA must carry out their legal responsibilities to affected property owners and displaced persons. Agencies should plan accordingly to

SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

ensure that adequate **time, funding, and staffing** are available to carry out their responsibilities.

Some of those responsibilities include:

For Real Property Acquisition

- Appraise property before negotiations
- Invite the property owner to accompany the appraiser during the property inspection
- Provide the owner with a written offer of just compensation and a summary of what is being acquired
- Pay for property before possession
- Reimburse expenses resulting from the transfer of title such as recording fees, prepaid real estate taxes, or other expenses.

Please note that agency responsibilities for voluntary acquisitions differ.

For Residential Displacements

- Provide relocation advisory services to displaced tenants and owner occupants
- Provide a minimum 90 days written notice to vacate prior to requiring possession
- Reimburse for moving expenses
- Provide payments for the added cost of renting or purchasing comparable replacement housing

For Nonresidential Displacements (businesses, farms, and nonprofit organizations)

- Provide relocation advisory services
- Provide a minimum 90 days written notice to vacate prior to requiring possession
- Reimburse for moving and reestablishment expenses

More information may be found on HUD's web site at:

<http://www.hud.gov/offices/cpd/affordablehousing/training/web/relocation/overview.cfm> .

5.10 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

SECTION 5 – SPECIAL CONTRACT TERMS AND CONDITIONS

- 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.

SECTION 6 – REQUIRED FORMS

6.0 Required Forms

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

Attachment A **Vendor Information Form**

Attachment B **Dane County Application for 2021 CDBG Funds**

**RFP #120042: 2021
Public Facilities 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.

- Vendor Information Form
- DANE COUNTY APPLICATION FOR 2021 CDBG Public Facilities
 - Are resumes attached?
 - Is there a complete budget

SECTION 6 – REQUIRED FORM – ATTACHMENT A

VENDOR INFORMATION

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

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

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

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

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

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

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

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

ATTACHMENT A

DANE COUNTY APPLICATION FOR 2021 CDBG FUNDS PUBLIC FACILITIES

APPLICATION SUMMARY

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

| TOTAL PROJECT COST | AMOUNT OF CDBG FUNDS REQUESTED | % OF CDBG FUNDS TO TOTAL PROJECT COST |
|--------------------|--------------------------------|---------------------------------------|
| \$ | \$ | % |

Signature of Chief Elected Official/Organization Head

Title

Printed Name

Date

SECTION 6 – REQUIRED FORM –

ATTACHMENT A

NEED AND JUSTIFICATION

A. **PROJECT TYPE:** Is this project for rehabilitation work, for new construction, or a combination?

- _____ Rehab work only
 _____ New construction only
 _____ Combination of rehab work and new construction

B. **FACILITY TYPE:** Following the construction or rehab work, what type of public facility will exist?

| | |
|--------------------------|--|
| <input type="checkbox"/> | Abused and Neglected Children Facility |
| <input type="checkbox"/> | AIDS Patient Facilities |
| <input type="checkbox"/> | Child Care Center |
| <input type="checkbox"/> | Community Center |
| <input type="checkbox"/> | Domestic Violence Shelter |
| <input type="checkbox"/> | Fire Station |
| <input type="checkbox"/> | Group Home |
| <input type="checkbox"/> | Halfway House |
| <input type="checkbox"/> | Handicapped Center |
| <input type="checkbox"/> | Health Facility |
| <input type="checkbox"/> | Homeless Facility |
| <input type="checkbox"/> | Park |
| <input type="checkbox"/> | Recreational Facility |
| <input type="checkbox"/> | Senior Center |
| <input type="checkbox"/> | Tornado Safe Shelter |
| <input type="checkbox"/> | Transitional Housing Facility |
| <input type="checkbox"/> | Youth Center |
| <input type="checkbox"/> | Other, please specify: |

C. **FACILITY HOURS:** List below the hours the facility is expected to be open to the general public.

| Day of the Week | Hours |
|-----------------|-------|
| Sunday | |
| Monday | |
| Tuesday | |
| Wednesday | |
| Thursday | |
| Friday | |
| Saturday | |

D. **PROJECT LOCATION:** Indicate where the project is located. Maps may be included as a separate attachment.

| | |
|-----------------|--|
| Building Name: | |
| Street Address: | |
| City, Zip Code: | |
| Municipality: | |

SECTION 6 – REQUIRED FORM –

ATTACHMENT A

E. **PROPERTY OWNER:** Indicate the name and contact information of the owner of the property following the construction or rehab work.

| | |
|-----------------------------------|--|
| Name: | |
| Address: | |
| City, State, Zip Code: | |
| Primary Contact Person and Title: | |
| Telephone: | |
| Alternate Phone: | |
| Fax: | |
| E-mail Contact: | |

F. **PROJECT NEED:** In the space below, provide a brief description of the need or problem that will be addressed and how the end users of the facility were involved in identifying the needs.

ATTACHMENT A

BENEFICIARIES

G. NATIONAL OBJECTIVE: Indicate which national objective this project will meet.

| | |
|--------------------------|--|
| <input type="checkbox"/> | <p>Low-Moderate Income Area Benefit The public facility will be used for a purpose, the benefits of which are available to all residents in a particular area that is primarily residential, and at least 47.8% of those residents are low-and-moderate income persons.</p> |
| <input type="checkbox"/> | <p>Low-Moderate Income Limited Clientele Benefit The public facility will be used for an activity designed to benefit a particular group of persons at least 51% of whom are low-and-moderate income persons.</p> |
| <input type="checkbox"/> | <p>Low-Moderate Income Housing Benefit The public facility exclusively assists in the provision of housing to be occupied by low-and-moderate income persons.</p> |
| <input type="checkbox"/> | <p>Spot Blight The public facilities are for the historic preservation or rehabilitation of blighted or decayed public facilities located outside of a designated slum or blighted area. Rehabilitation must be limited to the extent necessary to eliminate specific conditions detrimental to public health and safety.</p> |

H. CENSUS TRACT: In what census tract is the project located?(Dane County Urban County Consortium excluding the City of Madison as identified in Appendix A.)

I. POPULATION TO BE SERVED: In the space below, provide a brief description of the population who will benefit from this project. (Dane County Urban County Consortium excluding the City of Madison as identified in Appendix A.)

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

ATTACHMENT A

PROJECT APPROACH

K. **ARCHITECTURAL/ENGINEERING DESIGN:** In the space below, describe any architectural/engineering design work, such as preparing plans, drawings, specifications, work write-ups, and/or cost estimates that has been or will be undertaken for this project. NOTE: In order for these costs to be covered, HUD procurement requirements must be followed.

L. **PROJECT MANAGER:** If a Project Manager has already been identified, please provide the requested information. Attach the resume to this application.

| | |
|-----------------------------------|--|
| Name: | |
| Address: | |
| City, State, Zip: | |
| Primary Contact Person and Title: | |
| Telephone: | |
| Alternative Phone: | |
| Fax: | |
| Email Address: | |

If a Project Manager has yet to be identified, please describe how one will be selected.

ATTACHMENT A

- M. **SCOPE OF WORK:** In the space below, provide information regarding the work that will be undertaken and describe how it will address the identified problem(s). Include information on any partnerships that have been or will be formed in order to ensure the success of the project.

SECTION 6 – REQUIRED FORM –

ATTACHMENT A

N. **RELOCATION:** In the space below, indicate whether any tenants will need to be relocated during the project and the notices and plans for relocation.

ATTACHMENT A

O. **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 2021 (April 1 – June 30, 2021). Add in extra quarters as needed. Examples of milestones are: date bid packages or request for quotes are let, date bids/quotes are due, date community awards contract(s), date of pre-construction conference with Contractor/County and municipality to review Davis-Bacon requirements, date building permits are to be obtained, date work commences, etc.

| ON OR BEFORE | ACCOMPLISHMENTS |
|--------------------|-----------------|
| June 30, 2021 | |
| September 30, 2021 | |
| December 31, 2021 | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

ATTACHMENT A

PERSONNEL

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

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

SECTION 6 – REQUIRED FORM –

ATTACHMENT A

R. PERSONNEL SCHEDULE

Please complete the Personnel Schedule for all staff who will be assigned to this project. If the project will continue into 2022, complete the second table as well.

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

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

Complete this second table only for projects that will continue into 2022.

| 1) POSITION TITLE | 2022 ESTIMATED | | CDBG-FUNDED | |
|-------------------|----------------|-----------------|------------------------------------|--|
| | 2) FTE | 3) TOTAL SALARY | 4) ESTIMATED HOURS ON THIS PROJECT | 5) CDBG – FUNDED AMOUNT OF SALARY (\$) |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- S. **LIST PERCENT OF STAFF TURNOVER** _____% Divide the number of resignations or terminations in calendar year 2020 by the total number of budgeted positions. Do not include seasonal positions.

SECTION 6 – REQUIRED FORM –

ATTACHMENT A

T. **GOVERNING BODY:** How many Board meetings has your governing body or Board of Directors scheduled or is expected to schedule for 2020? _____

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.

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

SECTION 6 – REQUIRED FORM –

ATTACHMENT A

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

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

SECTION 6 – REQUIRED FORM –

ATTACHMENT A

FINANCIAL INFORMATION

O. **BUDGET SUMMARY:** Indicate the sources and terms of all funds that will be used toward this project.

| SOURCE | AMOUNT | RATE (%) | TERM (Years) | AMORT PERIOD (Years) | ANNUAL DEBT SERVICE |
|--------|--------|----------|--------------|----------------------|---------------------|
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL | | | | | |

P. **OTHER SOURCES OF FUNDS LEVERAGED:** Describe the sources and amounts of any funds that will be contributed by your organization or leveraged from other sources for this project in the space below. Further identify other potential funding sources that have been contacted and the results of those contacts.

SECTION 6 – REQUIRED FORM –

ATTACHMENT A

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

R. **COST BASIS:** In the space below, describe the basis for how cost estimates contained in the Project Budget were obtained/identified.

ATTACHMENT A

S. **DETAILED PROJECT BUDGET:** Following the description of allowable costs that may be charged to the CDBG Program is the Project Budget. 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.

IF THIS IS AN APPLICATION FOR CONSTRUCTION OF A NEW FACILITY THAT DOES NOT CURRENTLY EXIST IN YOUR COMMUNITY, PLEASE PROVIDE:

DETAILED YEAR 1 OPERATING COSTS: Following the Project Budget is the Detailed Year 1 Operating Costs. Complete the Operating Budget identifying the PROJECTED income and expenses. Use additional pages as necessary. An Excel file may be submitted in lieu of the Detailed 1 Year Operating Budget provided that it contains all of the same column and row headers.

OPERATING BUDGET: Following the Detailed Operating Budget is the 15-Year Operating Budget. Complete the Operating Budget identifying the income and expenses. Use additional pages as necessary. An Excel file may be submitted in lieu of the Operating Budget provided that it contains all of the same column and row headers.

CDBG Allowable Activity Costs

| Item | Activity Related Costs |
|---|------------------------|
| a. Activity Hard Costs | |
| 1. These are detailed in the program standards and defined under 24 CFR 570.201, 202, 203, and 204. Depending on the activity this may include: acquisition; disposition; clearance and remediation activities; acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements; public services; homeownership assistance; economic development, etc. | X |
| b. Activity Personnel Costs | |
| 2. Staff and overhead costs DIRECTLY related to carrying out the activity specified in 24 CFR 570.201-204, such as providing direct services to consumers, work specifications preparation, loan processing inspections, and other services related to assisting potential clients, owners, tenants, and homebuyers. This may include staff time spent supervising staff who are carrying out the activities specified in 24 CFR 570.201-204 when that time is spent addressing a direct consumer, service, or property issue. It does not include supervisory time spent on such functions as employee evaluations. | X |
| c. Related Soft Costs/Operating Costs | |
| 3. PUBLIC SERVICES ONLY: Operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. ² 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 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 County. | X |
| 9. Environmental Reviews. | X |
| d Relocation costs for persons displaced by the project. | |
| 10. Relocation payments – replacement housing payments, moving expenses, and payments for reasonable out-of-pocket costs incurred in the relocation of persons. | 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 | X |

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

SECTION 6 – REQUIRED FORM –

ATTACHMENT A

| Item | Activity Related Costs |
|---|-------------------------------|
| property, property inspections, counseling, and other assistance necessary to minimize hardship assistance. | |

SECTION 6 – REQUIRED FORM – ATTACHMENT A

PROJECT BUDGET

Include the amount and source(s) of all project funding

| | TOTAL PROJECT BUDGET | CDBG FUNDS | SOURCE: | SOURCE: | SOURCE: | SOURCE: | SOURCE: |
|--|----------------------|------------|---------|---------|---------|---------|---------|
| | | | | | | | |
| ACQUISITION COSTS: | | | | | | | |
| Acquisition | | | | | | | |
| Title Insurance/ Recording | | | | | | | |
| Appraisal | | | | | | | |
| *Predevelopment/ feasibility/ market study | | | | | | | |
| Survey | | | | | | | |
| *Marketing | | | | | | | |
| Relocation | | | | | | | |
| Other: | | | | | | | |
| CONSTRUCTION: | | | | | | | |
| Construction | | | | | | | |
| Soils/Site Preparation | | | | | | | |
| Construction Manag. | | | | | | | |
| Landscaping, signage | | | | | | | |
| Construction Interest | | | | | | | |
| Permits; print plans | | | | | | | |
| Other: | | | | | | | |
| FEES: | | | | | | | |
| Architect | | | | | | | |
| Engineering | | | | | | | |
| *Accounting | | | | | | | |
| *Legal | | | | | | | |
| *Development Fee | | | | | | | |
| *Leasing Fee | | | | | | | |
| Other: | | | | | | | |
| RELOCATION COSTS | | | | | | | |
| PROJECT CONTINGENCY | | | | | | | |
| OTHER (specify) | | | | | | | |
| | | | | | | | |
| TOTAL COSTS | | | | | | | |

SECTION 6 – REQUIRED FORM – ATTACHMENT A

If CDBG funds are used for items with an asterisk (*), the total cost of these items may not exceed 10% of the CDBG amount.

ATTACHMENT A

ONE YEAR OPERATING COSTS

| Expense | Amount |
|--|--------|
| Rent Expense | |
| Advertising/Marketing Expense | |
| Conventions and Meetings | |
| Management Consultants | |
| Other: | |
| Subtotal Rent Expenses | |
| Administrative Expenses | |
| Office Salaries | |
| Office Expenses | |
| Office or Model Apartment Rent | |
| Management Fee – Residential Rents | |
| Management Fee – Commercial Rents | |
| Management Fee – Misc. Income | |
| Manager/Superintendent Salaries | |
| Administrative Rent-free Unit | |
| Legal Expenses | |
| Auditing Expenses | |
| Bookkeeping Fees/Accounting Services | |
| Bad Debt Expense | |
| Misc. Administrative Expenses | |
| Subtotal Administrative Expenses | |
| Utilities Expenses | |
| Fuel Oil | |
| Electricity (Light & Misc. Power) | |
| Water | |
| Gas | |
| Sewer | |
| Owner-paid unit amenities | |
| Subtotal Utilities Expenses | |
| Operating and Maintenance Expenses | |
| Payroll | |
| Supplies | |
| Contracts | |
| Operating and Maintenance Rent Free Unit | |
| Garbage and Trash Removal | |
| Security Payroll/Contract (incl. taxes and benefits) | |
| Security Rent Free Unit | |
| Heating/Cooling Repairs & Maintenance | |
| Snow Removal | |
| Vehicle/Maintenance Operating & Maintenance Expenses | |
| Subtotal Operating | |
| Taxes and Insurance | |
| Real Estate & Personal Property Taxes | |
| Payroll Taxes | |
| Property and Liability Insurance (Hazard) | |
| Fidelity Bond Insurance | |
| Workmen’s Compensation | |
| Health Insurance and Other Employee Benefits | |

SECTION 6 – REQUIRED FORM –

ATTACHMENT A

| Expense | Amount |
|---|---------------|
| Misc. Taxes, Licenses, Permits, and Insurance | |
| Subtotal Taxes and Insurance | |
| Total Service Expense | |
| Dietary Salaries | |
| Dietary Purchased Service | |
| Food | |
| Registered Nurse Salary | |
| Housekeeping Salary | |
| Housekeeping Supplies | |
| Other Housekeeping | |
| Housekeeping Purchased Services | |
| Medical Supplies | |
| Medical Purchased Services | |
| Laundry/Linen | |
| Laundry Supplies | |
| Medical Records Salary | |
| Medical Records Supplies | |
| Medical Records Purchased Services | |
| Recreation/Rehab | |
| Activities Supplies | |
| Activities Purchased Services | |
| Rehab Salaries | |
| Rehab Supplies | |
| Rehab Purchased Services | |
| Other Support Services: | |
| Subtotal Service Expenses | |
| Debt Service | |
| First Mortgage | |
| Other: | |
| Other: | |
| Debt Service Reserve | |
| Annual Replacement Reserves | |
| Total Operating Expenses | |

SECTION 6 – REQUIRED FORM – ATTACHMENT A

| | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
|----------------------------|----------------|----------------|----------------|----------------|----------------|
| REVENUE | | | | | |
| Gross Income | | | | | |
| Less Vacancy | | | | | |
| Net Income | | | | | |
| OPERATING EXPENSES | | | | | |
| Marketing | | | | | |
| Payroll | | | | | |
| Other Administrative Costs | | | | | |
| Management Fees | | | | | |
| Utilities | | | | | |
| Security | | | | | |
| Maintenance Expenses | | | | | |
| Property Taxes | | | | | |
| Insurance | | | | | |
| Operating Reserves | | | | | |
| Reserves for Replacement | | | | | |
| Support Services | | | | | |
| Total Operating Expenses | | | | | |
| | | | | | |
| Net Operating Income | | | | | |
| Debt Service | | | | | |
| Asset Management | | | | | |
| Cash Flow | | | | | |

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 11/2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6 – REQUIRED FORM – ATTACHMENT A

shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

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

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

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

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

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

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

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

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices

setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

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

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

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

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

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

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

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

20.0 INDEMNIFICATION & INSURANCE.

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

SECTION 6 – REQUIRED FORM – ATTACHMENT A

vendor under this paragraph shall survive the expiration or termination of this Agreement.

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

20.2.1. Commercial General Liability.

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

20.2.2. Commercial/Business Automobile Liability.

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

20.2.3. Environmental Impairment (Pollution) Liability

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

20.2.4. Workers' Compensation.

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

20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

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

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

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

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

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

SECTION 6 – REQUIRED FORM – ATTACHMENT A

to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

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

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

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

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

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such

overcharges as to goods, materials or services purchased in connection with this contract.

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

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

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

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

PPENDIX A: 2020 DANE COUNTY URBAN COUNTY CONSORTIUM MEMBERS

Note: The membership for 2021 is subject to change.

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

Municipalities not participating in the Urban Consortium:

City of Edgerton
 Village of Cottage Grove
 Village of Deforest
 Village of Maple Bluff

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 2021 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.

