



**DANE COUNTY**  
**DEPARTMENT OF ADMINISTRATION**  
**PURCHASING DIVISION**

# REQUEST FOR PROPOSAL (RFP)

Revised 02/2020

**RFP NUMBER:** 121026

**RFP TITLE:** **Distribution of Rental Assistance**

**RFP DEADLINE:** **March 5, 2021**  
**2:00 p.m. (CST)**

**PROPOSALS  
MUST BE  
UPLOADED TO:** **Purchasing Bid Dropbox**  
**[www.danepurchasing.com](http://www.danepurchasing.com)**

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

**DIRECT  
ALL INQUIRES TO:**

**Carolyn A. Clow**  
Purchasing Officer  
(608) 266-4966  
[Clow.carolyn@countyofdane.com](mailto:Clow.carolyn@countyofdane.com)  
[www.danepurchasing.com](http://www.danepurchasing.com)

## PROPOSAL SUBMISSION CHECKLIST

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Update Vendor Registration | <input type="checkbox"/> RFP Response<br>(Separate from Cost Proposal) | <input type="checkbox"/> Upload RFP Response and Cost Proposal to Purchasing Bid Dropbox |
| <input type="checkbox"/> Read Entire RFP Document   | <input type="checkbox"/> Cost Proposal<br>(Separate from RFP Response) |  |

**DATE ISSUED** | February 5, 2021

## **1.0 GENERAL INFORMATION**

- 1.1 Introduction
- 1.2 Clarification of the Specifications
- 1.3 Vendor Conference
- 1.4 Reasonable Accommodations
- 1.5 Addendums and/or Revisions
- 1.6 Calendar of Events
- 1.7 Contract Term and Funding
- 1.8 Submittal Instructions
- 1.9 Bid Opening and Summary Posting
- 1.10 Multiple Proposals
- 1.11 Proposal Organization and Format
- 1.12 Designation of Confidential and Proprietary Information
- 1.13 Cooperative Purchasing
- 1.14 Vendor Registration
- 1.15 Local Purchasing Ordinance
- 1.16 Dane County Sustainability Principles
- 1.17 Fair Labor Practice Certification

## **2.0 PROPOSAL SELECTION AND AWARD PROCESS**

- 2.1 Preliminary Evaluation
- 2.2 Proposal Scoring
- 2.3 Oral Presentations/Interview
- 2.4 Evaluation Criteria
- 2.5 Right to Reject Proposals and Negotiate Contract Terms
- 2.6 Award and Final Offers
- 2.7 Notification of Intent to Award

## **3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES**

- 3.1 Definitions and Links
- 3.2 Scope of Services/Specification Overview

## **4.0 PROPOSAL PREPARATION REQUIREMENTS**

- 4.1 [Attachment A – Vendor Information](#)
- 4.2 Table of Contents
- 4.3 Program Description
- 4.4 Program Strategies and Activities
- 4.5 Specific Strategies to Serve Underserved Populations
- 4.6 Experience and Qualifications for the Proposed Program

## **5.0 COST PROPOSAL**

- 5.1 General Instructions on Submitting Cost Proposals
- 5.2 Format for Submitting Cost Proposals
- 5.3 Fixed Price Period

## **6.0 ATTACHMENTS**

- 6.1 [Attachment A – Vendor Information](#)

## **7.0 STANDARD TERMS AND CONDITIONS**

## 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.

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](#).

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.

<b>DATE</b>	<b>EVENT</b>
February 5, 2021	RFP Issued
February 16, 2021	Last day to submit written inquiries (2:00 p.m. CST)
February 19, 2021	Addendums or supplements to the RFP posted on the Purchasing Division <a href="#">website</a>
March 5, 2021	Proposals due (2:00 p.m. CST)

**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.

**1.8 Submittal Instructions**

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

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

Example of how to name the files:  
 120012 – Vendor Name – RFP Response  
 120012 – Vendor Name – Cost Proposal

To Submit a Proposal:

1. Go to [www.danepurchasing.com](http://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 Bid Opening and Summary Posting**

Dane County Purchasing strives to complete a summary and post online the same day as the opening. The only information provided at an opening of an RFP is the name of each vendor submitting a proposal. Due to the pandemic, there will be no public bid opening.

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

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

**For Non-Registered Vendors:**

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

**For Registered Vendors:**

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

**1.15 Local Purchasing Ordinance**

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

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

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

**1.16 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.

Additional information can be found using the following links: [www.nlrb.gov](http://www.nlrb.gov) and <http://werc.wi.gov>.

## SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

### 2.0 PROPOSAL SELECTION AND AWARD PROCESS

#### 2.1 Preliminary Evaluation

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

#### 2.2 Proposal Scoring

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

#### 2.3 Oral Presentations/Interview

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

#### 2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

<b>Proposal Requirements</b>	<b>Percent</b>
<b>Program Description</b> (Section 4.3)	15%
<b>Program Strategies and Activities</b> (Section 4.4)	15%
<b>Specific Strategies to Serve Underserved Populations</b> (Section 4.5)	20%
<b>Experience and Qualifications for the Proposed Program</b> (Section 4.6)	30%
<b>Cost</b>	<b>Percent</b>
<b>Cost</b> (Section 5)	20%
<b>Total</b>	<b>100%</b>



## SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

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

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

### 2.6 **Award and Final Offers**

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

### 2.7 **Notification of Intent to Award**

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

### 3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

#### 3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

**County:** Dane County

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

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

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

**Purchasing**

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

#### 3.2 Scope of Services/Specification Overview

The Dane County Department of Human Services' (DCDHS) Housing Access and Affordability Division (HAA) is seeking proposals for the provision of an emergency rental assistance program to assist Dane County renters who live outside the City of Madison maintain their housing and achieve more housing stability.

As the COVID-19 pandemic continues, the related crisis of the nation's economic downturn has created record unemployment and housing instability. While extensions of federal eviction moratoriums have helped stem a wave of evictions, the moratoriums do not cancel rent or fees for late payment of rent. Many renters have fallen behind on their rent due to continued economic hardship related to the COVID-19 pandemic's effect on our economy.

On December 27<sup>th</sup>, 2020, the federal government authorized the \$900 billion COVID-19 relief bill authorizing additional funding to respond to the pandemic across multiple areas of need. The act includes \$25 billion in funding for Emergency Rental Assistance (ERA). Dane County has already received over \$8.5 million directly from the relief bill, and anticipates receiving an additional estimated \$10 million dollars from the State of Wisconsin's federal ERA allocation.

The funding for this program must be administered in compliance with clear guidelines determined and enforced by the federal government that include eligible costs, applicant eligibility, how eligibility is verified by the provider, prevention of duplication of federal benefit, maintenance of applicant records and financial records, and more.

#### 3.3 Objective

Dane County wishes to partner with a provider who can successfully connect tenants and landlords to emergency rental assistance to prevent evictions and increase housing stability for the tenant. Nationally, people of color have been disproportionately impacted by the COVID-19 pandemic. Proposals must include a robust response to help connect underserved populations to emergency rental assistance.

The County anticipates receiving approximately \$10 million from the State of Wisconsin to assist rental households. Additional rental assistance funding from the State or Federal Government may be available in the future due to additional federal COVID 19 relief legislation. The funds that will be distributed through the contract resulting from

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

this RFP will be distributed by the contractor to assist Dane County households outside the City of Madison.

Emergency rental assistance payments will include rental arrears incurred after March 12<sup>th</sup>, 2020 and payments of up to three months of future/forward rent.

The County will award funding to one respondent due to federal requirements that households benefiting from ERA funding may not receive duplicate assistance for rental liabilities. Agencies should include partnerships and collaborations through subcontracts with community partners capable of providing outreach and assistance to those needing rental assistance.

In the case of a collaborative application, one entity must serve as the lead contracting agency for the partnership and ensure compliance with all contract guidelines. The lead agency may then contract with other program partners for outreach and administration. The cost of any such sub-contracts must be included in the administrative allocation of the lead agency. The lead agency will be responsible for program administration, processing financial payments for applicants, reporting/record keeping, and coordinating all outreach efforts.

Respondent should provide their best estimate for anticipated costs related to program operations, as detailed in section 5.1 (General Instructions on Submitting Cost Estimate).

- Per the federal guidelines for this funding, at least 90%, or \$9,000,000 of the total funding must be used for direct assistance to tenants.
- Up to 7.5% or \$750,000 of the total funding may be used for administration and outreach costs related to the program.

### 3.4 Program Needs and Expectations

1. Provide rental assistance in the form of up to 12 months of rental arrears (arrears occurring after March 12<sup>th</sup>, 2020) and/or up to three months of future/forward rent to Dane County tenants who live outside the City of Madison.
2. Make payments directly to landlords and be positioned to issue form 1099's to all landlords receiving payments.
3. Ensure eligible rental arrears are cleared before payment of future rent.
4. Prioritize assistance to households with incomes of no more than 50 percent of area median income (AMI) and to households in which one or more household member is unemployed and has been unemployed for 90 days.
5. Provide robust outreach regarding the emergency rental assistance program to make the resource known to potential applications.

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

6. Develop and implement an application process for funding that is accessible to persons in need of rental assistance.
7. Demonstrate that the provider can, through its own efforts or through collaboration with community partners, reach all segments of the population, including underserved populations.
8. Seek a landlord/tenant agreement that maximizes the amount a time a tenant will be protected from future eviction action for non-payment of rent.
9. Work collaboratively with landlords, other agencies, and systems to maximize the overall impact of emergency rental assistance funds.
10. Meet a 90% timeliness benchmark for the percent of grants processed that have an agreement between the landlord and tenant within 30 days of provider receiving a completed, eligible application.
11. Establish and document, in accordance with federal guidelines, eligibility for any household receiving emergency rental assistance.
12. Comply with all federal regulations that govern use of emergency rental assistance dollars, demographics, and financial reporting/record keeping. Program guidelines/regulations can be found in Section 3.5.
13. Implement financial controls necessary to protect against duplication of federal benefit requirements (see Section 3.5).
14. Provide regular program and demographics reporting to the Dane County Contract Manager for this program, including weekly financial payment detail reports.
15. Develop and implement a system to transfer electronic records to Dane County to meet federal program requirements when benchmarks for funding distribution are met.

### **3.5 Federal/Local Guidelines for Emergency Rental Assistance**

Provision of the emergency rental assistance funds must be in compliance with the federal guidelines set by the US Treasury Department. These guidelines may also change or be further clarified during the period of program administration. The most up to date guidance from U.S. Treasury can be found at: <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>.

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

Dane County, in partnership with the program provider, will implement additional requirements on these funds due to the need for assistance being greater than the funding available to respond (Section 3.5). Program details will be finalized during the contract negotiation process after the notification of the RFP award.

### **Federal Guidelines for Eligible Recipients:**

Renter households with incomes no more than 80 percent of area median income (AMI) who meet the following conditions:

1. One or more individual in the household has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to the coronavirus outbreak; and
2. One or more individual in the household can demonstrate a risk of experiencing homelessness or housing instability which may include:
  - A past due utility or rent notice or an eviction notice;
  - Unsafe or unhealthy living conditions; or
  - Any other evidence of such risk as determined by the grantee

Grantees must prioritize assistance to households with incomes of no more than 50 percent of AMI and to households in which one or more household member is unemployed and has been unemployed for 90 days (the statute does not specify how these preferences may be made).

Additional prioritization may be required within federal guidelines to ensure Dane County's highest-need populations receive assistance. Final prioritization will be addressed during contract negotiations with the selected provider.

Landlords and owners may apply on behalf of tenants meeting the eligibility requirements, so long as the tenant cosigns the application, the landlord provides documentation to the tenant, and the payments are used to satisfy the tenant's rental obligation to the owner.

### **Federal Guidelines for Duplication of Benefit:**

Grantees must, to the extent feasible, ensure that households receiving rental assistance provided under this program do not also receive funding under any other federally funded rental assistance program.

An eligible household that occupies a federally-subsidized residential or mixed-use property may receive ERA assistance, provided that ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance.

If an eligible household receives a monthly federal subsidy (e.g., a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter household may not receive ERA

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

assistance.

If a household receives rental assistance other than the ERA, the ERA assistance may only be used to pay for costs, such as the tenant-paid portion of rent costs that are not paid for by the other rental assistance.

### **Federal Guidelines for Income/Eligibility Determination:**

Grantees must require applicants to document that they have (i) qualified for unemployment benefits or (ii) experienced a reduction in income, incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19 that threaten the household's ability to pay the costs of the rental property when due.

Grantees must also require applicants to demonstrate a risk of experiencing homelessness or housing instability, which may include past due rent and utility notices and eviction notices, if any, as part of the application process.

For eligibility purposes, grantees must only consider household income for 2020 or confirmation of the monthly income that the household is receiving at the time of application, as determined by the Treasury Secretary.

Grantees may choose between using the definition of "annual income" as provided by HUD in 24 CFR 5.609 and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.

For determining annual income, grantees should obtain at the time of application source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement), or a copy of Form 1040 as filed with the IRS for the household.

For determining monthly income, grantees must obtain income source documentation, as listed above, for at least the two months prior to the submission of the application for assistance.

### **Local Guidelines for Eligible Activities:**

At least 90% of funds must be used for payment of rent arrears or future rent. The maximum payment of rental arrears per household will be capped at 12 months, beginning March 12<sup>th</sup>, 2020.

Per the federal government, grantees may only provide future rent payments to the tenant after all rental arrears for the household have been cleared. Payment of future rent for a tenant will be capped at three months.

Up to 7.5% of funds may be used for administrative expenses (including data collection and reporting requirements) for the program.

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

### **Guidelines for Payment:**

Grantees must make payments directly to a landlord.

Payments made on behalf of households are not treated as income of the household and are not considered a resource for purposes of determining eligibility for or extent of other benefits or assistance under other federal, state, or local programs.

### **Minimum Federal Reporting Requirements and Record Retention:**

The Secretary of the Treasury in consultation with the Secretary of Housing and Urban Development must provide quarterly public reports on the use of funds.

At a minimum, in order to ensure that Treasury is able to fulfill its quarterly reporting requirements and its ongoing monitoring and oversight responsibilities, grantees should also anticipate the need to collect from households and retain records on the following:

- Address of the rental unit,
- Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord.
- Amount and percentage of monthly rent covered by ERA assistance,
- Amount of outstanding rental arrears for each household,
- The number of eligible households that receive assistance and the number of individuals in each household;
- The number of applications received and the acceptance rate of applicants for assistance;
- The type(s) of assistance and total amount of each type of assistance provided to each household;
- The average amount of funding provided per household;
- Incomes of eligible households by income tier (less than or equal to 30 percent of AMI, between 30 and 50 percent of AMI, between 50 and 80 percent of AMI);
- The average number of monthly rental payments that each household received; and
- Gender, race, and ethnicity for the primary applicant for assistance.

The data above must be disaggregated by gender, race, and ethnicity of primary applicant.

Treasury may set alternative reporting requirements for Native American tribal entities and Native Hawaiians.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements.

Treasury will provide additional information regarding reporting to Treasury at a future date.

### **SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES**

Grantees will need to comply with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements for information they collect.

The County will also require the provider to partner to ensure the County receives copies of the relevant records above collected by the provider.



## 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 Table of Contents

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

#### 4.3 Program Description

- a. Describe your proposed program and how it is going to meet the needs described in the RFP. This should be an overview. Please include a timeline for program implementation.
- b. Include your program's mission, goals, and strengths in working with tenants, landlords, and other community partners to prevent eviction and maintain housing stability.
- c. Please provide an overview of your organization. Describe the staffing that will be used to meet the needs and expectations described in the RFP. The proposer shall describe qualifications for staff who would be assigned to the project and indicate whether they are currently employed or to be hired.
- d. Additionally, the proposer shall provide information illustrating the administrative capabilities and structure of its agency and how the Center program fits into existing agency operations.
- e. Provide résumés of key staff and copies of licenses, if applicable, and a listing of the proposers board of directors. These may be separate attachments.

#### 4.4 Program Strategies and Activities

- a. Describe the specific strategies and activities to be used to achieve the stated objectives, expectations, and desired outcomes in the RFP.
- b. Please provide relevant and recent performance measures and outcomes for work done in this area, including outcomes related to housing retention. If the agency has not provided services in this area before, please provide any relevant performance measures for similar services.

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- c. Please detail how the services outlined in the RFP will interact with and collaborate with other existing and relevant programs to support housing stability for tenants.
- d. If applicant is the lead agency of a multi-partner collaborative, please detail how your agency will structure the partnership, including roles and responsibilities of all partners in the collaboration.
- e. Please detail specific steps your agency will take to adhere to the reporting and record keeping requirements outlined in this RFP.
- f. Please detail specific steps and controls your agency has/will have in place to avoid duplication of benefit as outlined in this RFP.
- g. Please detail specific steps your agency will take to collect required program documentation to verify the eligibility of applicants.
- h. Detail specific steps your agency will take to adhere to the reporting and record keeping requirements outlined in this RFP, including a description of the database/recordkeeping platforms that will be used for the program.

### **4.5 Specific Strategies to Serve Underserved Populations**

- a. Describe the strategies and activities that will be used to make this program culturally relevant and to promote racial equity.
- b. Describe the specific strategies that will be used to help underserved populations access emergency rental assistance.

### **4.6 Experience and Qualifications for the Proposed Program**

- a. Include your agency's mission statement and discuss how this proposed program aligns with that mission.
- b. Describe the experience and qualification of your agency to provide programs that are welcoming to persons of all backgrounds and cultures. If improvement efforts are underway in this area, please include any explicit plans your agency is undertaking.
- c. Describe the experience and qualification of your agency to provide the proposed program.

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- d. Submit 2 - 3 letters of reference. References should be specific to the service offered. References should be from agencies you have done business with or those with whom you have collaborated. [Reference checks may be conducted with these agencies and others in the community.]
- e. Please detail specific trainings that staff are provided/will be provided that are relevant to the services outlined in this RFP.
- f. Please detail specific and relevant experience working with landlords, organizations that represent landlords, and/or other potential partnerships to help increase awareness of emergency rental assistance and increase housing stability.
- g. Please detail specific and relevant examples of community collaborations between the applicant and other agencies that provide services in the areas of rental assistance and eviction prevention, or connection to other housing stability services.

## 5.0 COST PROPOSAL

### 5.1 General Instructions on Submitting Cost Proposals

The Cost Proposal section of this RFP is a separate document and can be found on the [www.danepurchasing.com](http://www.danepurchasing.com) as part of the posting for this RFP. The Cost Proposal section shall be completed and submitted separately from the RFP Response document.

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

### 5.2 Format for Submitting Cost Proposals

The Cost Proposal section that accompanies the RFP posting shall be used. Additional pages can be added to the Cost Proposal Section if necessary.

- a. Please indicate the total amount of funding you are requesting from the County in your proposal. List other funders and funding amounts, if applicable. Also include other information necessary to understand your budget such as a unit cost or a per person cost if appropriate.
- b. Please indicate the number of clients to be served and the total number of units of service being proposed.
- c. Please indicate how much of the total funds being requested from the County will be allocated for personnel costs/administration/outreach related to the program, and how much of the requested funds will be allocated to direct assistance to program participants. Administration/outreach costs will be capped at 7.5%.
- d. Per federal guidelines, at least 90% of available funding must be spent on direct assistance.

The Cost Proposal submission shall be in PDF format with the document name including the RFP #, Vendor Name, and Cost Proposal.  
(ie: 120012 – ABC Company – Cost Proposal)

### 5.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed for 180 days.

**VENDOR INFORMATION**

<b>VENDOR NAME:</b>		<b>DANE COUNTY VENDOR #:</b>	
---------------------	--	------------------------------	--

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

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

<b>Cooperative Purchasing (Reference 1.13)</b>	
<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.

<b>Local Vendor Purchasing Preference (Reference 1.15)</b>						
<b>Are you claiming a local purchasing preference under DCO 25.08(7)?</b>	<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		

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

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

<b>Signature Affidavit</b>			
<p>In signing this 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>			
<b>Signature</b>		<b>Date</b>	
<b>Name (Printed)</b>		<b>Title</b>	

**STANDARD TERMS AND CONDITIONS**

Request for Bids/Proposals/Contracts

Rev. 05/2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 7 – STANDARD TERMS AND CONDITIONS

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

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

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

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

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

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

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

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must

submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

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

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

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

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

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

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

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

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

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

## SECTION 7 – STANDARD TERMS AND CONDITIONS

representatives may sustain, incur or be required to pay by reason of vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of vendor under this paragraph shall survive the expiration or termination of this Agreement.

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

### 20.2.1. Commercial General Liability.

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

### 20.2.2. Commercial/Business Automobile Liability.

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

### 20.2.3. Environmental Impairment (Pollution) Liability

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

### 20.2.4. Workers' Compensation.

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

### 20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability

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

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

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

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

22.0 FINANCIAL INTEREST PROHIBITED. Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding



## SECTION 7 – STANDARD TERMS AND CONDITIONS

of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

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

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

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

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

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

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

**25.0 ANTITRUST ASSIGNMENT:** The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

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

**27.0 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.

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

**27.02** 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."