



# REQUEST FOR PROPOSAL (RFP)

## DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

<b>RFP NUMBER</b>	<b>119037</b>										
<b>RFP TITLE</b>	<b>Affordable Rental Housing Affordable Housing Development Fund</b>										
<b>RFP DEADLINE</b>	<b>July 3, 2019 2:00 p.m. (CST)</b>  Late proposals, faxed proposals, electronic mail proposals or unsigned proposals will be rejected.										
<b>SUBMIT PROPOSAL TO THIS ADDRESS</b>	CITY COUNTY BUILDING DANE COUNTY PURCHASING DIVISION 210 MARTIN LUTHER KING JR BLVD ROOM 425 MADISON, WI 53703-3345										
<b>DIRECT ALL INQUIRES TO</b>	<b>NAME</b>										
<b>DIRECT ALL INQUIRES TO DATE ISSUED: May 15, 2019</b>	<table border="1"> <tr> <td><b>TITLE</b></td> <td>Megan Rogan</td> </tr> <tr> <td><b>PHONE #</b></td> <td>Purchasing Agent</td> </tr> <tr> <td><b>EMAIL</b></td> <td>608-283-1487</td> </tr> <tr> <td><b>WEB SITE</b></td> <td>rogan.megan@countyofdane.com</td> </tr> <tr> <td></td> <td><a href="http://www.danepurchasing.com">www.danepurchasing.com</a></td> </tr> </table>	<b>TITLE</b>	Megan Rogan	<b>PHONE #</b>	Purchasing Agent	<b>EMAIL</b>	608-283-1487	<b>WEB SITE</b>	rogan.megan@countyofdane.com		<a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
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## PROPOSAL SUBMISSION CHECKLIST

# of Proposals	Proposal Delivery
<input type="checkbox"/> (1) original <input type="checkbox"/> (5) copies <input type="checkbox"/> (1) electronic copy of your proposal and cost proposal in PDF format on a flash drive <input type="checkbox"/> Cost proposal original and one copy in a separate envelope per Section 5.1. <input type="checkbox"/> Up-to-date Vendor Registration	<input type="checkbox"/> Sealed envelope/package containing proposals and labeled with: Vendor Name Bid Number Bid Deadline Date/Time

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

Revised 10/2018

**1.0 GENERAL INFORMATION**

- 1.1 Introduction
- 1.2 Clarification of the Specifications
- 1.3 Reasonable Accommodations
- 1.4 Addendums and/or Revisions
- 1.5 Calendar of Events
- 1.6 Contract Term and Funding
- 1.7 Submittal Instructions
- 1.8 Multiple Proposals
- 1.9 Required Copies
- 1.10 Proposal Organization and Format
- 1.11 Proprietary Information
- 1.12 Local Purchasing Ordinance
- 1.13 Dane County Sustainability Principles
- 1.14 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 Amount
- 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 [Required Form – Attachment A – Vendor Information](#)
- 4.2 Table of Contents
- 4.3 Tab 1: Introduction
- 4.4 Tab 2: Development Service Team Background
- 4.5 Tab 3: Project Description
- 4.6 Tab 4: Project financing and Leverage
- 4.7 Tab 5: Fair Tenant Selection
- 4.8 Tab 6: Tenancy Addendum
- 4.9 Tab 7: Housing First
- 4.10 Tab 8: Supportive Services Plan

**5.0 REQUIRED FORMS – ATTACHMENTS**

- 5.0.1 [Attachment A – Vendor Information](#)
- 5.0.2 [Attachment B – Designation of Confidential and Proprietary Information](#)
- 5.0.3 [Attachment C – Reference Data Sheet](#)
- 5.0.4 [Attachment D – Tenant Screening Worksheet](#)

**5.1 ADDITIONAL ATTACHMENTS**

- 5.1.1 [Attachment E – Location Information](#)
- 5.1.2 [Attachment F – Fair Tenant Selection Criteria](#)
- 5.1.3 [Attachment G – Tenancy Addendum](#)

**6.0 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 for financial assistance from the County's Affordable Housing Development Fund (AHDF).

The funding award resulting from this RFP will be administered by Dane County, Office of Economic and Workforce Development.

The contract administrator will be Dave Phillips, Director, Office of Economic & Workforce Development.

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

**1.2 Clarification of the Specifications**

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

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

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

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

**1.3 Reasonable Accommodations**

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

**1.4 Addendums and/or Revisions**

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division [website](#).

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

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

**1.5 Calendar of Events**

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
May 15, 2019	RFP Issued
May 29, 2019	Last day to submit written inquiries (2:00 p.m. CST)
June 5, 2019	Addendums or supplements to the RFP posted on the Purchasing Division <a href="#">website</a>
July 3, 2019	Proposals due (2:00 p.m. CST)

**1.6 Contract Term and Funding**

The timing of this RFP is designed to allow developers to seek affordable housing tax credits in the 2019-2020 funding cycle. Once awards are determined, the County will allocate the funding for each project for a period of one year. If the project does not successfully secure its primary sources of financing within one year of the award, the funds will lapse.

**1.7 Submittal Instructions**

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

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

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

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

**1.8 Multiple Proposals**

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

### 1.9 **Required Copies**

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

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

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

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

### 1.11 **Proprietary Information**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Required Form – Attachment B “Designation of Confidential and Proprietary Information”. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

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

### 1.12 **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.

### 1.13 **Dane County Sustainability Principles**

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

- Reduce and eventually eliminate Dane County government’s contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government’s contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;

## SECTION 1 – GENERAL INFORMATION

- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems);
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

### 1.14 **Fair Labor Practice Certification**

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

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

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

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

## SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

### 2.0 PROPOSAL SELECTION AND AWARD PROCESS

#### 2.1 Preliminary Evaluation

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

#### 2.2 Proposal Scoring

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

#### 2.3 Oral Presentations/Interview

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

#### 2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Proposal Requirements	Percent
<b>Development Team Capabilities</b> (Section 4.4)	10%
<b>Project Description</b> (Section 4.5)	10%
<b>Location</b> (Section 4.6)	25%
<b>Solar Array</b> (Section 4.7)	5%
<b>Funding Leverage</b> (Section 4.8)	15%
<b>Tenant Selection</b> (Section 4.9)	10%
<b>Tenancy Addendum</b> (Section 4.10)	10%
<b>Housing First</b> (Section 4.11)	10%
<b>Supportive Services Plan</b> (Section 4.12)	5%
<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 Amount**

All projects will be ranked as described in section 2.2. If the sources and uses for a project indicate that less than 40% of the developer fee has been deferred as a financing source, the amount requested will be reduced by the difference between the percentage of developer fee deferred and 40%.

For example: Assume the developer fee is \$1,000,000, and \$350,000, or 35% of the fee is deferred. Also assume the request for County funding is \$500,000. The actual award would be reduced by \$50,000 and the project would receive an award of \$450,000.

After all projects are ranked and the awards are adjusted for the 40% developer fee standard, the County will apply the adjusted awards in ranked order until the available funding is exhausted. If partial funding is available for the lowest ranking project, the County will contact that respondent regarding any available funding.

### 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.

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

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

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

#### 3.2 Scope of Services/Specification Overview

##### Summary

The 2019 County Capital Budget included \$6 million in the Affordable Housing Development Fund.

##### Project Financing

The proposal response must include a sources and uses statement that outlines the estimated project costs, including the proposed developer fee, and the proposed sources of funding including the primary mortgage, the estimated tax credit equity, other public or private grant sources, the amount requested from the County and the amount of the developer fee that is deferred.

##### Housing First

The RFP is designed to forward the goal of Housing First. Housing First is an approach that centers on providing homeless people with housing quickly and then providing services as needed. What differentiates a Housing First approach from other strategies is that there is an immediate and primary focus on helping individuals and families quickly access and sustain permanent housing. This approach has the benefit of being consistent with what most people experiencing homelessness want and seek help to achieve. Housing First programs share critical elements:

- A. There is a focus on helping individuals and families access and sustain rental housing *as quickly as possible and the housing is not time-limited*; A variety of services are delivered primarily following a housing placement to promote housing stability and individual well-being;
- B. Such services are time-limited or long-term depending upon individual need;
- C. Housing is not contingent on compliance with services – instead, participants must comply with a standard lease agreement and are provided with the services and supports that are necessary to help them do so successfully.

##### Targeted Populations

The RFP process is targeted to specific populations:

- A. Projects designed to serve the chronically homeless population, meaning those who are either: 1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, or 2) an unaccompanied individual with a disabling condition who has had at least four episodes of homelessness in the past three years. Disabling conditions include mental illness and alcohol and drug addictions.

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

- B. Projects designed to serve the homeless veteran population.
- C. Very low-income families.
- D. Persons with arrest and conviction records.
- E. The elderly.
- F. Individuals with disabilities.

### **Types of Projects**

This RFP is specifically dedicated to expanding the availability of housing units to serve the above populations through construction of new rental units. Below are other conditions/preferences the county seeks in RFP responses:

- A. Projects that meet the income, occupancy and rent restrictions of low income housing tax credits (LIHTC).
- B. Projects will have a long-term affordability requirement.
- C. Projects that include housing for households with income at or below 30% of County Median Income (CMI)
- D. Projects that are geographically located to maximize access to jobs, transit, schools and other key amenities.
- E. Projects that integrate supportive services in partnership with non-profit service providers.
- F. Projects that improve access to rental housing through generous tenant screening criteria.
- G. Projects that include 3+ bedroom units.

### **Form of Funding and Support**

The funds available through the AHDF are in the County's Capital Budget. State statutes limit, to some extent, the use and flexibility of these capital funds. For projects that are within the jurisdiction of the Dane County Housing Authority (DCHA), areas of the County outside the Cities of Madison and Stoughton and the Village of DeForest, the County can use its capital funds to make a grant to the DCHA which will then make a grant or loan to the project developer for capital costs, such as land acquisition and construction.

In areas outside the jurisdiction of the DCHA, the AHDF must be used by the County to purchase capital assets, such as land or a portion of a building, which can then be leased back to the project developer for project purposes.

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

### 4.0 PROPOSAL PREPARATION REQUIREMENTS

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

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

#### 4.2 Table of Contents

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

#### 4.3 Tab 1: Introduction

Provide a brief overview of the project team and the proposed development.

#### 4.4 Tab 2: Development and Service Team Background

Provide a description of the organization including key staff who will be involved in the project, past projects the team has completed, and projects currently in process. Items that should be addressed include:

Development and Service Team Experience in:

1. Obtaining and utilizing Section 42 tax credits
2. Participating in public/private joint ventures
3. Developing multifamily housing for low-income households
4. Developing permanent supportive housing if applying for such project
5. Property management
6. Provision of support services if the project entails permanent supportive housing

#### 4.5 Tab 3: Project Description

Provide a detailed description of the project proposed for county support. The description should indicate the planned location, number of and size of units, development costs, a pro forma showing projected operating costs and revenues, and the minimum amount of county funding necessary to complete the project.

If the project will have a mix of affordable and market rate units, the response should indicate how many of each size unit will be affordable and how many will be market rate. Responses should also indicate how the county funds will be applied to the project. Responses should also include details on how the balance of the project will be funded. Responses should indicate if, and the amount of, county funds that will be used to fund any gap in the financing necessary to complete the project or will be used to increase the number of affordable units.

Projects that include three bedroom units will receive higher consideration. Projects that include a longer affordability term will also receive higher consideration.

##### 4.5.1 Project Location

Projects that are located outside the City of Madison will receive 10 points. Projects located within the City of Madison that are more than one-half mile of any point indicated on the map shown as Attachment E will also receive 10 points. Project that are inside the City of Madison and are also within one-half mile of any point on the map

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

will not receive location points. To facilitate this analysis, the points on the map are also listed in Attachment E. Respondents should indicate the parcel or parcel numbers of their project location as well as the address of the project.

### 4.5.2 **Photo Voltaic Array**

The County has a strong interest in advancing the application of renewable energy. Proposed projects that include a photovoltaic (PV) system will receive 10 points. Responses should include a description of the PV system to be installed, its estimated production capacity, and an estimate of the number of kilowatt hours of conventional electricity the system is expected to displace. The County will contribute up to \$50,000 for toward the cost of the installation of a PV array to serve the building. The estimated cost of the system should be identified in the sources and uses statement described below in 4.8.

### 4.6 **Tab 4: Project Financing and Leverage**

The proposal must include a sources and uses statement that outlines the estimated project costs, including the proposed developer fee, and the proposed sources of funding including the primary mortgage, the estimated tax credit equity, other public or private grant sources, the amount requested from the County and the amount of the developer fee that is deferred. The sources and uses statement should state the cost of the PV system if one is contemplated for the project and the amount of county funding requested up to a maximum of \$50,000.

Responses should clearly indicate the amount of county funding requested compared to the total project costs, and describe the other sources of funds that will support the project. Responses should discuss how the county's contribution will enhance affordability of housing units. Responses will be evaluated such that the response with the lowest county cost per affordable unit bedroom will receive the highest points. The county will consider projects that apply 4% or 9% tax credits or other sources of funding support.

### 4.7 **Tab 5: Fair Tenant Selection**

See Attachment F. This attachment outlines specific tenant selection criteria and procedures. Respondents must indicate if they will agree to all of these elements. If a respondent agrees, then these elements will be included in final project documents. Those documents will provide for a \$500 fine for any violations of these elements. Respondents that agree to these terms will receive the 10 points under evaluation criteria for Tenant Selection.

Respondents who do not agree to these terms will not receive 0 points. Respondents not agreeing to the specified tenant selection criteria listed in the attachment should present their alternative tenant selection process that will be applied to the project.

### 4.8 **Tab 6: Tenancy Addendum**

See Attachment G. This attachment outlines specific provisions of related to security deposits, late fees, termination of tenancy, parking and guest policies. Respondents must indicate if they will agree to all of these elements. If a respondent agrees, then these elements will be included in final project documents. Those documents will provide for a \$500 fine for any violations of these elements. Respondents that agree to

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

these terms will receive the 10 points under evaluation criteria for Tenant Selection. Respondents who do not agree to these terms will not receive those evaluation points.

### 4.9 **Tab 7: Housing First**

The Dane County Homeless Services Consortium (HSC) is comprised of a number of agencies and organizations working to end homelessness in Dane County. A number of agencies take client/tenant referrals for their housing programs from a community by-name list at bi-weekly housing placement meetings.

At the HSC placement meetings, vacancies in these agencies' programs, as well as vacancies with landlords who partner with the HSC, are discussed. Individuals from the by-name list are then selected for placement in these vacancies by the providers. Individuals on the by-name list may have access to case management and some form of rental subsidy once enrolled in these programs.

Respondents should indicate their willingness to partner with the HSC and its housing placement system to end homelessness for individuals and/or families on the community by-name housing list.

To further the goal of housing first, projects that designate a minimum of 12% of their units to the Coordinate Entry Systems Manager of the Homeless Services Consortium of Dane County (HSC) for individuals or families receiving case management services on the Community-wide Priority List for Housing maintained by the HSC and having those units filled by the Coordinated Entry Systems Manager of the HSC, in consultation with the projects property manager will receive a minimum of 5 points. Projects with more than 12% of units set aside to be filled from the Community-wide Priority List will receive up to 10 points. Respondents should clearly indicate if they agree to set aside any units to be filled from the Community-wide Priority list. If not, respondents should include a discussion of how their proposed projects forwards the goal of housing first.

### 4.10 **Tab 8: Supportive Services Plan**

Provide a detailed description of how supportive services will be secured for the tenants of any property developed as part of this project. The description should detail the types of services that will be provided, any project partners who will be involved in providing those services and how the services will be funded. Responses should be specific in describing the partnership arrangements for any supportive services.

**5.0 REQUIRED FORMS – Must be submitted with RFP Response**

5.0.1 Attachment A – Vendor Information

5.0.2 Attachment B – Designation of Confidential and Proprietary Information

5.0.3 Attachment C – Reference Data Sheet

**5.1 ADDITIONAL ATTACHMENTS**

5.1.1 Attachment D – Location Information Attachments Under Development

5.1.2 Attachment E – Fair Tenant Selection Criteria

5.1.3 Attachment F – Tenancy Addendum

## SECTION 5 – REQUIRED FORMS – ATTACHMENT A

### VENDOR INFORMATION

**VENDOR NAME:**

Vendor Information (address below will be used to confirm Local Vendor Preference)			
<b>Address</b>			
<b>City</b>		<b>County</b>	
<b>State</b>		<b>Zip+4</b>	
<b>Vendor Rep. Name</b>		<b>Title</b>	
<b>Email</b>		<b>Telephone</b>	
<b>Dane County Vendor #</b>			

Fair Labor Practice Certification (check only 1)	
<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.

Local Vendor Purchasing Preference	
<b>Are you claiming a local purchasing preference under DCO 25.08(7)?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes (complete remainder of this section)
<b>Preference as a Dane County Business:</b>	<input type="checkbox"/> Dane
<b>Preference as a business located in a county adjacent to Dane County:</b>	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Columbia  <input type="checkbox"/> Green  <input type="checkbox"/> Jefferson         </div> <div> <input type="checkbox"/> Sauk  <input type="checkbox"/> Dodge         </div> <div> <input type="checkbox"/> Iowa  <input type="checkbox"/> Rock         </div> </div>

Cooperative Purchasing	
<input type="checkbox"/>	I <u>agree</u> to furnish the commodities or services of this bid to other municipalities.
<input type="checkbox"/>	I <u>do not agree</u> to furnish the commodities or services of this bid to other municipalities.

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

## DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.

Section	Page #	Topic

☐ Proposer is not designating any information as proprietary and confidential which qualifies as trade secret.

**Prices 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.

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

Failure to include this form in the proposal response 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 above.



**SECTION 5 – REQUIRED FORM – ATTACHMENT C**

<b>REFERENCE DATA SHEET</b>		
Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document		
<b>NAME OF FIRM:</b>		
<b>STREET ADDRESS:</b>		
<b>CITY, STATE, ZIP</b>		
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>
<b>PHONE #:</b>		<b>FAX #:</b>
<b>Product(s) and/or Service(s) Used:</b>		
<b>NAME OF FIRM:</b>		
<b>STREET ADDRESS:</b>		
<b>CITY, STATE, ZIP</b>		
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>
<b>PHONE #:</b>		<b>FAX #:</b>
<b>Product(s) and/or Service(s) Used:</b>		
<b>NAME OF FIRM:</b>		
<b>STREET ADDRESS:</b>		
<b>CITY, STATE, ZIP</b>		
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>
<b>PHONE #:</b>		<b>FAX #:</b>
<b>Product(s) and/or Service(s) Used:</b>		



## Fair Tenant Selection Criteria

Respondents to this RFP that agree to the tenant selection criteria below will receive 10 points.

### **General Screening Process**

The screening process applied to the project must not deny applicants based on the following:

- a. Inability to meet a minimum income requirement if the applicant can demonstrate the ability to comply with the rent obligation based on a rental history of paying at an equivalent rent to income ratio for 12 months;
- b. Lack of housing history;
- c. Credit score;
- d. Information on credit report that is disputed, in repayment, or unrelated to a past housing or utility (gas, electric, and water only) obligations.
- e. Inability to meet financial obligations other than housing and utilities necessary for housing (gas, electric, water).
- f. Owing money to a prior landlord or negative rent payment history if the tenant's housing and utility costs were more than 50% of their monthly income.
- g. Owing money to a prior landlord or negative rent or utility payment history if applicant does one of the following: (1) establishes a regular record of repayment of the obligation; 2) signs up for automatic payment of rent to the housing provider; or (3) obtains a representative payee.
- h. Wisconsin Circuit Court Access records;
- i. Criminal activity, except: (i) violent criminal activity within the last year resulting in a criminal conviction, and (ii) if the program or project is federally assisted, criminal activity for which federal law currently requires denial. (*Violent criminal activity* is defined in 24 C.F.R § 5.100 and means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.)
- j. Membership in a class protected by Dane County fair housing ordinances and non-discrimination ordinances in the municipality where the project is located.

### **Denial Process**

- 1) Prior to a denial based on a criminal record, the housing provider shall provide the applicant a copy of the criminal record and an opportunity to dispute the accuracy and relevance of the report, which is already required of HUD assisted housing providers. See 24 C.F.R. § 982.553(d), which applies to public housing agencies administering the section 8 rent assistance program.
- 2) Prior to a denial based on a criminal record, the housing provider shall provide the applicant the opportunity to exclude the culpable family member as a condition of admission of the remaining family members.
- 3) Prior to a denial decision, the housing provider shall meet with the applicant to review their application and make an individualized determination of their eligibility, considering: (a) factors identified in the provider's own screening policies, (b) if applicable, federal regulations, and (c) whether the applicant has a disability that relates to concerns with their eligibility and an exception to the admissions rules, policies, practices, and services is necessary as a reasonable accommodation of the applicant's disability. In making a denial decision, the

housing provider shall consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial on other family members who were not involved in the action or failure.

- 4) The property manager will base any denial on sufficient evidence. An arrest record or police incident report is not sufficient evidence. Uncorroborated hearsay is not sufficient evidence.
- 5) Denial notices shall include the following:
  - a) The reason for denial with details sufficient for the applicant to prepare a defense, including:
    - i) The action or inaction forming the basis for the denial,
    - ii) Who participated in the action or inaction,
    - iii) When the action or inaction was committed, and
    - iv) The source(s) of information relied upon for the action or inaction.
  - b) Notice of the applicant's right to a copy of their application file, which shall include all evidence upon which the denial decision was based.
  - c) Notice of the applicant's right to copies of the property manager's screening criteria.
  - d) Notice of the right to request an in-person hearing on the denial decision by making a written request for a hearing within 45 days.
  - e) Notice of the right to have an advocate present at the hearing and of the right to be represented by an attorney or other representative.
  - f) Notice of the right to present evidence in support of their application, including, but not limited to evidence related to the applicant's completion or participation in a rehabilitation program, behavioral health treatment, or other supportive services.
- 6) The if the applicant requests an in-person hearing, the hearing will be conducted by a person who was not involved in or consulted in making the decision to deny the application nor a subordinate of such a person so involved.

## Tenancy Addendum

Respondents to this RFP that agree to include the following provisions within all tenant leases or as an addendum to all tenant leases will receive 10 points.

- a. **Security Deposits.** The amount of a security deposit shall not be more than one month's rent.
- b. **Late Fees and Other Fees.** Late fees must be set forth in the rental agreement. Late fees shall not exceed 5% of the tenant's portion of the monthly rent. Other penalty fees are prohibited. All other fees must be directly related to the cost for a specific amenity or service provided to the tenant and comply with all applicable laws.
- c. **Rights of Youth to Access Common Spaces.** Youth under the age of 18 are allow to use and enjoy common areas without supervision.
- d. **Good Cause for Termination.** A tenancy may not be terminated during or at the end of the lease unless there is good cause. Good cause is defined as a serious violation of the lease or repeated minor violations of the lease. Repeated means a pattern of minor violations, not isolated incidents. Termination notices and procedures shall comply with Chapter 704 of Wisconsin Statutes and federal law, when applicable. Written notice is required for non-renewal and shall include the specific grounds for non-renewal and the right of the tenant to request a meeting to discuss the non-renewal with the landlord or landlord's property management agent within fourteen (14) days of the notice. If requested, the landlord or property management agent will meet with the tenant to discuss the non-renewal, allow the tenant to respond to the alleged grounds for non-renewal, and pursue a mutually acceptable resolution.
- e. **Reasonable Guest Rules.** Tenants have the right to have guests. In the event the property management establishes rules related to guests, they must be reasonable. Unreasonable rules include, but are not limited to the following: (1) Prior authorization of guests by the property management, unless the guest is staying for an extended period of time (e.g. more than 2 weeks); (2) Prohibition on overnight guests; (3) Requiring that the resident be with the guest at all times on the property. (4) Requiring guests to show ID unless requested by the tenant. (5) Treating caregivers, whether caring for a child or children, or an adult with disabilities, as guests.

Landlord may ban a person who is not a tenant from the rental premises if the person has committed violent criminal activity or drug related criminal activity at rental premises. No person shall be banned from the rental premises without the consent of the tenant unless the following have taken place:

- (1) A notice of the ban is issued to the tenant stating the:
  - (a) name of the person banned,
  - (b) grounds for the ban including, (i) the specific facts detailing the activity resulting in the ban; (ii) the source of the information relied upon in making the ban decision; and (iii) a copy of any criminal record reviewed when making the ban decision; and

(c) the right of the tenant to have a meeting to dispute the proposed ban, discuss alternatives to the ban, and address any unintended consequences of the proposed ban.

(2) If requested, a hearing on the ban has taken place to provide the tenant an opportunity to dispute the proposed ban, discuss alternatives of the ban, and address any unintended consequences of the proposed ban.

A tenant may not invite or allow a banned person as a guest on the premises, provided the Landlord has followed the proper procedure and given notice to Tenant as set forth herein.

A tenant who violates the guest policy may be given a written warning detailing the facts of the alleged violation. The written warning shall detail the violation, and warn the tenant that repeated violations may result in termination of tenancy. Tenants that repeatedly violate the guest policy, (e.g. three (3) or more violations within a twelve (12) month period) may be issued a notice of termination in accordance with state and federal law.

Nothing in this policy limits a person's right to pursue a civil order for protection against another individual.

- f. **Parking Policies.** Parking policies and practices must comply with applicable laws. Vehicles shall not be towed to a location that is more than 6 miles from the rental premises, unless there is not a towing company with a tow location available within 6 miles.

### STANDARD TERMS AND CONDITIONS

#### Request for Bids/Proposals/Contracts

Rev. 03/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 6 – 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,



## SECTION 6 – STANDARD TERMS AND CONDITIONS

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 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

## SECTION 6 – STANDARD TERMS AND CONDITIONS

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.

**27.03 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"