

REQUEST FOR PROPOSAL

42608-CDBG-PS

CDBG - PUBLIC SERVICES

Dane County Department of Human Services

1202 Northport Dr.

Madison, WI 53704



RELEASE DATE: April 30, 2025

DEADLINE FOR QUESTIONS: May 23, 2025

RESPONSE DEADLINE: June 11, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/countyofdane>

Dane County Department of Human Services
REQUEST FOR PROPOSAL
CDBG - Public Services

I.	Introduction.....
II.	RFP Overview.....
III.	Evaluation
IV.	Project Overview/Scope of Services.....
V.	RFP Application
VI.	General Guidelines.....
VII.	Terms and Conditions

Attachments:

A - Dane County UCC Participation List - 2025

B - Dane County 2026 Evaluation Criteria

C - CDBG - Policies - Public Services REV 03-19-2024

1. Introduction

1.1. Summary

Dane County is soliciting applications from organizations interested in operating a program to benefit low-and moderate-income residents of the Dane County Urban County Consortium. Funding is expected to be available under the HUD-funded Community Development Block Grant (CDBG) program. The primary emphasis is on projects focusing on job training assistance, social/community services and case management, emergency assistance, crime awareness/prevention, transportation, childcare, and youth programming.

Dane County requires that all applicants complete the Vendor Questionnaire/CDBG application in its entirety and sign the Signature Power Form at the end of the Questionnaire. Failure to do so may result in the application being ineligible for funding and may not be scored.

1.2. Background

Annually, Dane County can use up to 15% of the CDBG allocated funds toward Public Service type projects. On average, the total amount available in the Public Services category is \$150,000, and it is expected that multiple applicants will be funded in this category.

The minimum request amount for CDBG-Public Services RFP is \$5,000 and the maximum request amount for CDBG-Public Services RFP is \$50,000.

1.3. Contact Information

Katie O'Brien

Purchasing Officer

1202 Northport Dr

Madison, WI 53704

Email: obrien.katie@danecounty.gov

Phone: [\(608\) 381-5593](tel:(608)381-5593)

Department:

Human Services

1.4. Timeline

Release Project Date	April 30, 2025
Question Submission Deadline	May 23, 2025, 2:00pm
Question Responses Posted	May 30, 2025, 2:00pm
Proposal Submission Deadline	June 11, 2025, 2:00pm

Presentations to Application Review Team	August, 2025
Preliminary Funding Recommendations to CDBG Commission	September 2, 2025
Public Hearing on Final Funding Recommendations	October 9, 2025
Approval of County Board	December, 2025
2026 All Grantee Meeting (Required)	January 28, 2026
Funds Available for Reimbursement (tentative)	April, 2026

2. RFP Overview

2.1. 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: Dane County is soliciting applications from organizations interested in operating a program to benefit low-and moderate-income residents of the Dane County Urban County Consortium. Funding is expected to be available under the HUD-funded Community Development Block Grant (CDBG) program. The primary emphasis is on projects focusing on job training assistance, social/community services and case management, emergency assistance, crime awareness/prevention, transportation, childcare, and youth programming.

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

2.2. Clarification of the Specifications

All inquiries concerning this RFP must be submitted via the County's [eProcurement Portal](#).

Any questions concerning this RFP must be submitted before 2:00 pm on Friday, May 23, 2025.

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.

2.3. Calendar of Events

Specific and estimated dates and times of actions related to this RFP are listed in the timeline in the Introduction section above. 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 [eProcurement Portal](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

2.4. Submittal Instructions

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.

Proposals must be submitted via the County's [eProcurement Portal](#) before 2:00 pm CST on Wednesday, June 11, 2025. Late, faxed, mailed, hand-delivered, or incomplete proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

To Submit a Proposal:

1. Register at the County's eProcurement Portal at <https://procurement.opengov.com/portal/countyofdane>
2. Once registered, click on the "draft" button to draft your proposal.
3. Provide company information
4. Answer Vendor Questionnaire
5. Where indicated upload the required documents.
6. The file upload status can be seen for each document uploaded.
7. Confirm all files have been uploaded
8. Review your work and click on "submit" proposal
9. Acknowledge any addenda

3. Evaluation

See the Evaluation Criteria Attachment for a detailed breakdown of how points will be awarded within each evaluation category.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	National Objective - Need and Justification	Points Based	20 <i>(20% of Total)</i>
2.	Project Approach	Points Based	35 <i>(35% of Total)</i>
3.	Experience and Qualifications	Points Based	15 <i>(15% of Total)</i>
4.	Financial Information	Points Based	15 <i>(15% of Total)</i>
5.	Partnerships	Points Based	5 <i>(5% of Total)</i>
6.	Shovel-Ready	Points Based	5 <i>(5% of Total)</i>
7.	Past Performance Worth up to 5 points . New applicants will be automatically awarded 5 points.	Points Based	5 <i>(5% of Total)</i>

4. Project Overview/Scope of Services

4.1. Definitions and Links

The following definitions and links are used throughout the RFP.

County: Dane County

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

Dane County Purchasing website: www.danepurchasing.com

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

Purchasing

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

4.2. Project Overview

Dane County is soliciting applications from organizations interested in operating a program to benefit low-and moderate-income residents of the Dane County Urban County Consortium (see Appendix A). Funding is expected to be available under the HUD-funded Community Development Block Grant (CDBG) program. The primary emphasis is on projects focusing on job training assistance, social/community services and case management, emergency assistance, crime awareness/prevention, transportation, child care, and youth programming. Please refer to the attached document: CDBG Public Services Policies.

Annually, Dane County can use up to 15% of the CDBG allocated funds toward Public Service type projects. On average, the total amount available in the Public Services category is \$150,000, and it is expected that multiple applicants will be funded in this category.

The minimum request amount for CDBG-Public Services RFP is \$5,000 and the maximum request amount for CDBG-Public Services RFP is \$50,000.

4.3. Eligible Applicants

Non-profit agencies with 501(c)(3) designation, units of local government, and related agencies, e.g. school districts, libraries, park districts.

4.4. National Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, is the development of viable urban communities. This is achieved by providing decent housing, a suitable living environment, and expanding economic opportunities. Every funded project must meet one of the national objectives of benefitting low-and-moderate income persons; eliminating slums or blight; or meeting a particular urgent need for which other resources are not available requiring the use of CDBG funds, such as for floods or tornadoes. Public service activities are typically categorized as meeting the national objective of benefiting low and moderate-income persons either as an Area Benefit OR as a Limited Clientele activity.

- Under the Area Benefit criteria, the public service must be offered to all residents of an area where at least 51% of the residents are low-and-moderate income. In addition:

- The area must be clearly delineated and records maintained on the boundaries of the service area;
- The area must be primarily residential in nature (as seen on zoning maps); and
- Census data must support the documentation that at least 51% of the residents are low-and-moderate income.

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

- Serve at least 51% low-and-moderate income persons, as evidenced by documentation and data concerning beneficiary family size and income; OR
- Have income-eligibility requirements that limit the service to persons meeting the low-and-moderate income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation; OR
- Serve a group primarily presumed to be low-and-moderate income such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; OR
- Be of such a nature and in a location that it may be concluded that the activity's clientele are low-and-moderate income, such as a daycare center that is designed to serve residents of a public housing complex.

4.5. Eligible Activities

The CDBG regulations authorize up to a total of 15% of the County's total CDBG grant funds (plus 15% of prior year program income) to be used for public service projects for a wide variety of activities including, but not limited to the following:

- Employment services (e.g. job training)
- Crime prevention and public safety
- Child care
- Health services
- Substance abuse services (e.g. counseling and treatment)
- Fair housing counseling
- Education programs
- Energy conservation
- Services for senior citizens

- Services for homeless persons
- Welfare services
- Down payment assistance
- Recreational services
- Transportation services
- Youth programs
- Elderly services
- Prevention of Domestic Abuse

In order to qualify for funding, a public service be either a new service or a quantifiable increase in the level of an existing public service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the local government or received by the local government from the State) in the 12 calendar months preceding the year in which funds are to be awarded. An exception may be made if HUD determines that any decrease in the level of service was the result of events not within the control of the local government.

This provision was put in place to ensure that localities did not use CDBG funds to replace local or state monies to fund essential services typically offered by the local government.

Specifically:

- If a service is new, it may be funded;
- If a service is existing and it was not provided by or on behalf of a unit of local government with funding from the local government, it may be funded;
- If it was provided by or on behalf of the local government with funding from the local government, it can be funded if it is a documented quantifiable increase in the level of service.

The regulations do not prohibit the County from continuing to provide funding to a CDBG-funded public service at the same or decreased level in subsequent years, however.

4.6. Eligible Costs

CDBG funds may be used to pay for:

- Activity hard costs, such as supplies and materials for the activity;
- Staff and overhead costs DIRECTLY related to carrying out the activity, such as providing direct services to consumers. This may include staff time spent supervising staff who are carrying out the activities specified in 24 CFR 570.201-204 when that time is spent addressing a direct consumer, service, or property issue. It does not include supervisory time spent on such functions as employee evaluations;

- Operating and maintenance expenses, such as the lease of a facility, office space, equipment, and other property for program staff employed in carrying out the CDBG funded activity.
- **The minimum request amount for CDBG-Public Services RFP is \$5,000 and the maximum request amount for CDBG-Public Services RFP is \$50,000.**

4.7. [Ineligible Costs](#)

The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, income payments mean a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities. However, emergency grant payments made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family are eligible.

If the amount requested is below \$5,000 or exceeds \$50,000, the application may not be considered.

4.8. [Types of Assistance](#)

Grants for up to 100% of the eligible project costs.

This grant is a direct award and cannot be passed through to other entities.

4.9. [Objectives](#)

To provide public services that provide decent housing, a suitable living environment, and expand economic opportunities for low-and-moderate income persons in the Dane County Urban County Consortium.

4.10. [Needs](#)

1. Projects must assist low-and-moderate-income persons in the participating municipalities of the Dane County Urban County Consortium.
2. It is expected that projects will meet documented community needs. This includes needs documented through “hard” data sources.
3. Any additional funding needed to make the project viable must be secured in order for a contract to be executed.
4. Projects must be consistent with the Dane County Consolidated Plan.
5. Projects must be shovel-ready, meaning that work will begin in the year in which the contract is awarded. (i.e., 2026) The criteria for shovel readiness means that the project can be shovel-ready by Quarter 1 of 2026.
6. Projects must be delivered in a cost-effective manner with measurable performance outcomes.
7. Projects must submit monthly financial and beneficiary reports, or at a frequency to be determined by Dane County.
8. It is expected that all or a portion of funds will be targeted to areas of greatest need.

9. Subrecipients that are directly funded under the CDBG Program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the program. If a Subrecipient conducts such activities, the activities must be offered separately in time or location, from the CDBG-funded program, and participation must be voluntary for the beneficiaries of the CDBG-funded program.
10. The project may not begin until the environmental review requirements at Part 58 are met and the County has given notice to proceed.

4.11. Current Operations

The 2025 Public Service funds were awarded to:

Agency	Activity	Amount
Latino Academy of Workforce Development, Inc.	Dane County Workforce Academy	\$50,000.00
Literacy Network, Inc.	Dane Outreach for GED/HSED Services	\$30,000.00
Stoughton Affordable Transportation Program, Inc.	Affordable Transportation Program	\$10,000.00
Sunshine Place, Inc.	The Bed Lady Program	\$10,800.00
UNIDOS Against Domestic Violence	UNIDOS Domestic Violence Services	\$20,562.00
YWCA Madison, Inc.	YW Transit	\$45,000.00

4.12. Mandatory Requirements

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

1. Be an eligible activity.
2. Be located in, or provide services to residents of one of the member communities of the Dane County Urban County Consortium identified in Appendix A.
3. Address one of the funding priority areas established by the CDBG Commission.
4. Not be a HUD listed debarred or ineligible contractor.
5. If CDBG eligible, meet one of the three national objectives.

Dane County requires that all applicants follow/use the application format provided via the Vendor Questionnaire, complete all question fields, and sign the DocuSign Signature Power Form. Failure to do so may result in the application to become ineligible for funding and may not be scored.

5. RFP Application

5.1. Legal Status*

Please identify the Organization's Legal Status

- ☐ Municipality
- ☐ Private, Non-Profit
- ☐ Private, For Profit
- ☐ Other, LLC, LLP, Sole Proprieter

*Response required

5.2. Federal Employer Identification Number (EIN)*

Please enter the Organization's Federal EIN in the space below:

*Response required

5.3. Organization Name*

Please enter the Organization's legal name as listed in the Wisconsin Department of Financial Institutions.

*Response required

5.4. Organization Name - Documentation*

Please attach a screenshot from the Wisconsin Department of Financial Institutions website showing the corporate record.

Source to search: <https://apps.dfi.wi.gov/apps/corpSearch/Search.aspx>

*Response required

5.5. Unique Entity Identifier (UEI)*

Please enter the Organization's Unique Entity Identification (UEI) Number in the space below:

*Response required

5.6. Unique Entity Identification Number - Documentation*

Please attach a screenshot from the sam.gov website showing the Unique Entity Identification Number.

Source to register: <https://sam.gov/content/entity-registration>

*Response required

5.7. Highest Ranking Person - Name*

Please provide the full name of the highest-ranking person (Executive Director, President, Chief Executive Officer, or Chief Elected Official) at the applicant's organization.

*Response required

5.8. Highest Ranking Person - Phone Number*

Please provide the phone number of the highest-ranking person (Executive Director, President, Chief Executive Officer, or Chief Elected Official) at the applicant's organization.

*Response required

5.9. Highest Ranking Person - E-Mail

Please provide the e-mail address of the highest-ranking person (Executive Director, President, Chief Executive Officer, or Chief Elected Official) at the applicant's organization.

5.10. PROJECT

5.10.1. Project Name*

Please enter the Project Name for which you are applying.

*Response required

5.10.2. Project Address*

Please enter the Project's address.

*Response required

5.10.3. Project Contact Person (1) - Name*

Please provide the full name of the Project Contact Person.

*Response required

5.10.4. Project Contact Person (1) - Phone Number*

Please provide the phone number of the Project Contact Person.

*Response required

5.10.5. Project Contact Person (1) - E-mail*

Please provide the e-mail address of the Project Contact Person.

*Response required

5.10.6. Project Contact Person (2) - Name*

Please provide the full name of a second Project Contact Person.

*Response required

5.10.7. Project Contact Person (2) - Phone Number*

Please provide the phone number of the second Project Contact Person.

*Response required

5.10.8. Project Contact Person (2) - E-mail*

Please provide the phone number of the second Project Contact Person.

*Response required

5.10.9. Project Financial Contact - Name*

Please provide the name of the project's financial contact person.

*Response required

5.10.10. Project Financial Contact - Phone Number*

Please provide the phone number of the financial contact for this project.

*Response required

5.10.11. Project Financial Contact - Email*

Please provide the e-mail of the financial contact for this project.

*Response required

5.10.12. Total project cost*

Please enter the total cost of your proposed project.

*Response required

5.10.13. Funds requested*

Please enter the dollar amount of funding you are requesting.

The minimum limit you may apply for is \$5,000 and the maximum limit is \$50,000.

Maximum response length: 10 characters

*Response required

5.10.14. Is your request between \$5,000 and \$50,000?*

☐ Yes

☐ No

*Response required

5.10.15. What percentage of the total project funding does this request represent? *

To calculate, please divide the amount of your funding request by the total project cost, then multiply by 100.

Formula: (Funding Request / Total Project Cost) x 100 = Percentage of Project Funding

Maximum response length: 7 characters

*Response required

5.10.16. Minimum Funds Requested*

What is the minimum funding amount that would allow you to carry out your proposal in some form?

Maximum response length: 10 characters

*Response required

5.10.17. Brief Project Summary*

Please provide a 2-3 sentence summary of the project.

Maximum response length: 300 characters

*Response required

5.11. NATIONAL OBJECTIVE - NEED & JUSTIFICATION (20 points maximum)

5.11.1. Project Eligibility*

Check the appropriate statement below that best describes the service to be offered as part of this application. (All services are for residents in the Dane County Urban County Consortium excluding the City of Madison as identified in Appendix A.)

- ☐ #1 - This is a new service that has not been offered before to residents of Dane County.
- ☐ #2 - This is an existing service that has been funded with CDBG dollars in the last five years.
- ☐ #3 - This is an existing service that has not been funded with State or local government funds in the 12 months prior to December 31, 2024.
- ☐ #4 - This is an existing service that has been funded with State or local government funds in the 12 months prior to December 31, 2024.

*Response required

5.11.2. Project Eligibility - additional information*

If #1, #2, or #3 were selected in the question above, please enter "N/A" in the space below.

If #4 was selected in the question above, please identify the following in the space below:

1. Number of households served in 2024
2. Number of households expected to be served in 2025
3. Number of households expected to be served in 2026

*Response required

5.11.3. Meeting a National Objective*

Please adequately describe how the proposed project meets a national objective. Emphasize how the proposed project intends to serve low to moderate income households.

*Response required

5.11.4. Which national objective does your project meet?*

Check the appropriate statement (1 or 2) below that best describes the national objective that will be met by this project.

- ☐ #1—This is an area benefit activity offered to all residents of an area where at least 51% are low- and moderate-income. The service area is primarily residential in nature.
- ☐ #2—This is a limited clientele activity targeted to a specific group of persons, of whom at least 51% are low- and moderate-income.

*Response required

5.11.5. *How will the project meet low-and-moderate income Limited Clientele criteria?**

If #2 was selected in the question above, how will the project meet low-and-moderate income Limited Clientele criteria (select one response. If #1 was selected in the question above, please select #5 - "N/A")

- ☐ #1 - Collect information on beneficiary family size and income
- ☐ #2 - Have income-eligibility requirements that limit the service to persons meeting the low and moderate-income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation.
- ☐ #3 - Serve a group primarily presumed to be low-and-moderate income such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers
- ☐ #4 - Be of such a nature and in a location that it may be concluded that the activity's clientele is low and moderate income, for example, a daycare center that is designed to serve residents of a public housing complex.
- ☐ #5 - N/A

*Response required

5.11.6. *Needs and Priorities**

Please substantiate and relate the needs in the community for this specific project and how it will align with the priorities in the most recent Dane County Consolidated Plan.

*Response required

5.11.7. *Target Areas of Greatest Need**

Provide a description of how funds may be targeted to areas of greatest need.

*Response required

5.11.8. *Language Access - Plan**

Has your organization developed a Language Access Plan?

- ☐ Yes
- ☐ No

*Response required

5.11.9. *Language Access Plan Upload*

If available, attach the organization's Language Access Plan.

5.11.10. *Language Access - Interpretation Services**

Provides a description of how the agency is prepared to adequately provide interpretation services to limited English participants. Dane County refers to interpretation services as oral communication with the participants whether in person or via electronic communication (i.e., telephone, virtual meetings via Zoom, Teams or any other platform).

*Response required

5.11.11. *Language Access - Translation Services**

Provides a description of how the agency is prepared to adequately provide translation services to limited English participants. Dane County refers to translation services as written communication with the participants (i.e., email, program forms).

*Response required

5.11.12. *Language Access - Marketing Materials**

Provide a description of how your agency is prepared to adequately provide marketing materials in multiple languages to limited English participants.

*Response required

5.11.13. *Language Access Upload - Signage*

If available, please attach a photo of your agency's signage attesting to the services listed above.

5.11.14. *Program Accessibility**

In the space below, provide a brief description of how the project or services will be accessible to low-and-moderate income persons.

*Response required

5.11.15. *Urban County Consortium (UCC)**

Persons served by this project must reside OUTSIDE the City of Madison. Explain specifically how the proposed project will track beneficiary information to ensure that those served reside in the Dane County Urban County Consortium (UCC).

*Response required

5.12. PROJECT APPROACH (35 points maximum)

5.12.1. *Project Description**

In the space below, provide a description of the work that will be undertaken and describe how the work will address the identified need.

Word Minimum: 200 words

*Response required

5.12.2. *Eligibility Guidelines**

In the space below, provide a description of the eligibility guidelines for participants.

*Response required

5.12.3. *Referral and Application Process**

In the space below, provide a description of the referral and application process for the project.

*Response required

5.12.4. *Program Capacity**

In the space below, provide a description of the program capacity for the project.

*Response required

5.12.5. *Waiting List**

In the space below, provide a description of the program's capacity and plan to address a potential waitlist of services.

*Response required

5.12.6. *Project Timeline and Milestones**

Using the attached spreadsheet, please provide a work plan for how the project will be organized, implemented, operated, and administered.

Include a reasonable timeline and accomplishments from initiation through project completion. This should assume that the CDBG funding will be available in the second quarter of 2026 (April 1 – June 30, 2026). Add in extra quarters as needed.

- [2026 Work Plan Timeline Mil...](#)

*Response required

5.12.7. *Targeted Municipalities **

List the names of the municipalities that your organization will conduct targeted outreach to inform potential participants.

*Response required

5.12.8. *Outreach and Marketing Initiatives**

In the space below, provide a description of the outreach and marketing initiatives that will be undertaken to inform potential participants of the project, eligibility criteria, and method(s) by which they may participate.

Word minimum: 200 words

*Response required

5.12.9. *Population to be Served**

In the space below, provide a brief description of the population that will benefit from this project. (All services must be provided to residents in the Dane County Urban County Consortium excluding the City of Madison as identified in Appendix A.)

*Response required

5.12.10. *Outcome/Proposed Accomplishments**

List the total number of households that your program is proposing to serve.

Each household = 1 beneficiary self-certification form

No duplication of households will be allowed. Do not overestimate your proposed Outcomes/Proposed Accomplishments.

*Response required

5.12.11. *Outcome/Proposed Accomplishments at minimum requested funds**

List the total number of households that your program is proposing to serve at the minimum requested funds.

Each household = 1 beneficiary self-certification form

No duplication of households will be allowed. Do not overestimate your proposed Outcomes/Proposed Accomplishments.

*Response required

5.12.12. *Outcomes/Proposed Accomplishments - Narrative*

In the space below, please describe how the outcomes can be reasonably be expected to be achieved. Include the risks to undertaking the project and your plans to address them.

Word Minimum: 200 words

5.12.13. *Displacement**

As a result of this proposed project, has or will any households and/or businesses be displaced whether temporary or permanent?

☐ Yes

☐ No

*Response required

5.12.14. *Displacement Plan*

If the answer above was yes, please describe the notices, specific assistance that has or will be provided to households and/or businesses that will be displaced, and the amount of funds allocated to do so.

5.13. EXPERIENCE & QUALIFICATIONS (15 points maximum)

5.13.1. *Experience and Qualifications**

Describe the experience and qualifications of your organization related to the proposed project, as well as any similar projects your organization has undertaken in the past. Include how the organization has experience providing services to low- and moderate-income populations.

*Response required

5.13.2. *Income Documentation**

Describe the experience and qualifications of your organization related to performing income documentation for program eligibility.

*Response required

5.13.3. *Service Improvement**

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

*Response required

5.13.4. Staff Experience & Qualifications*

Describe the experience and qualification of key staff to be assigned to the project. Key staff are identified as the individuals (paid or volunteer) with a large amount of decision-making role within the agency. Include name and titles of all key staff to be assigned to the project.

*Response required

5.13.5. Staff Resumes*

Please attach resumes for the program administrator and fiscal officer positions that will work with the proposed program.

*Response required

5.13.6. Personnel Schedule*

Please download the below documents, complete, and upload.

Using the attached spreadsheet, please complete the Personnel Schedule for all staff who will be assigned to this project.

Column 1) Each individual staff position by title.

Column 2) Indicate the full time equivalent (FTE) of each position in the noted year.

Column 3) Indicate the estimated total salary for that staff position for noted year.

Column 4) Indicate the estimated number of hours that this staff person will work on this project.

Column 5) For each staff person whose time will be charged to this project, please indicate the amount of funds being requested for this individual through the CDBG Program. Do not include payroll taxes or benefits in this table.

- [2026 Personnel Schedule.xlsx](#)

*Response required

5.13.7. Percent of Staff Turnover*

Divide the number of resignations or terminations in calendar year 2024 by the total number of budgeted positions. Do not include seasonal positions.

*Response required

5.13.8. Staff Turnover - 20% or more*

Explain if you had 20% or more turnover in a certain staff position/category. Discuss any other noteworthy staff retention issues, or policies to reduce staff turnover.

If this does not apply, type 'N/A'.

*Response required

5.13.9. Governing Body

How many Board meetings has your governing body or Board of Directors scheduled or is expected to schedule in 2026?

5.13.10. Board of Directors or Governing Body*

Please upload a list of your organization's Board of Directors or Governing Body

*Response required

5.13.11. Commitment to Quality*

Describe actions taken by staff and the governing board to ensure: 1) Oversight of program operations; 2) the stability and financial solvency of the organization; and 3) the quality of the services provided under this project.

*Response required

5.13.12. Appeals Process*

Describe the appeals process that will be followed when persons have a complaint or dispute about the program operated by your organization.

*Response required

5.14. FINANCIAL INFORMATION (15 points maximum)

5.14.1. Detailed Project Budget*

Please download the below documents, complete, and upload.

- [2026 Detailed Project Budge...](#)

*Response required

5.14.2. Budget Summary and Justification*

In the space below, please describe the project budget and summary with justification for budget line items. Describe why CDBG funds are needed to ensure the viability of this project.

Can all funds awarded in 2026 be reasonably expected to be expended?

*Response required

5.14.3. Cost Basis*

Could this project move forward without the use of CDBG funding? Explain.

*Response required

5.14.4. Organizational Budget*

Please download the documents below and complete to identify the 2025 and proposed 2026 budget for your entire organization. Upload the completed information here.

- [Organizational Budget.xlsx](#)

*Response required

5.14.5. 2026 Cost Explanation*

Complete only if significant financial changes are anticipated between 2025 and 2026. Explain specifically, by revenue source and/or account category, any noteworthy change in the 2026 request. For example, unusual cost increases, program expansion, Living Wage requirements, or loss of revenue.

If no significant financial changes are anticipated, please respond with "N/A".

*Response required

5.14.6. *Other Sources of Funds Leveraged**

Describe the sources and amounts of funds that will be contributed by your organization or leveraged from other sources for this project in the space below. Further identify other potential funding sources that have been contacted and the results of those contacts.

*Response required

5.14.7. *Total Amount of Funds Leveraged**

What is the total amount of funds that will be contributed by your organization or leveraged from other sources for this project?

*Response required

5.14.8. *Percent of Funds Leveraged**

What is the percentage of funds leveraged from requested amount?

*Response required

5.15. PARTNERSHIPS (5 points maximum)

5.15.1. *Partnerships**

Please identify any partnerships that have been or will be formed to ensure the success of the project. Describe the activities for ongoing and meaningful collaboration.

*Response required

5.15.2. *Partnership Enhancement **

Describe how partnership(s) will enhance the applicant's program.

*Response required

5.16. SHOVEL-READINESS (5 points maximum)

5.16.1. *Shovel-Readiness**

Please describe how the project can be shovel-ready by Quarter 1 of 2026. If the project cannot be shovel-ready, please describe why.

*Response required

5.17. PAST PERFORMANCE (5 points maximum)

5.17.1. *Previously Funded with Dane County CDBG/HOME Funds**

Has your organization been selected to receive Dane County CDBG/HOME funds in the past five years?

Note: Select "yes" even if your organization was selected to receive funding in the past 5 years, but the funds were declined or returned. Dane County defines 'returned' as any funds awarded that were not fully expended.

☐ Yes

☐ No

*Response required

5.17.2. Funds Declined or Returned*

Has your organization declined or returned Dane County CDBG/HOME funds in the last five years?

☐ Yes

☐ No

*Response required

5.17.3. Funds declined or returned - Explanation

If yes, please explain.

5.18. LEGAL INFORMATION

5.18.1. Has the applicant or any owner been involved in any lawsuits or judgements in the last five (5) years or have any lawsuits pending?*

☐ Yes

☐ No

*Response required

5.18.2. Has the applicant or any owner been involved in any bankruptcy or insolvency proceedings or have any proceedings pending?

☐ Yes

☐ No

5.18.3. Has the applicant or owner had any civil or criminal charges in the last five (5) years or have any charges pending?*

☐ Yes

☐ No

*Response required

5.18.4. Does the applicant or any owner have any outstanding tax liens or judgements?*

☐ Yes

☐ No

*Response required

5.18.5. Fair Labor Practice Certification*

Has your company 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?

Additional information about the NLRB and WERC can be found using the following links:

www.nlrb.gov and <http://werc.wi.gov>.

☐ Yes

☐ No

*Response required

When equals "Yes"

5.18.6. *Please upload relevant information**

If **yes** is answered in response to question 18.5, a copy of any relevant information regarding such violation is required to be uploaded with your bid submission.

*Response required

5.18.7. *Designation of Confidential and Proprietary Information**

Please specify what information you wish to designate as confidential and proprietary. Please identify section/ pages/ topic /documents, etc.

NOTE: Pricing sections cannot be designated as confidential and proprietary.

If nothing will be designated, simply type "None" in the section below.

*Response required

5.18.8. *W9 Upload**

Upload your agency's W9 form here.

NOTE: The W9 is required to be signed within the past 12 months.

*Response required

5.18.9. *I understand that if any addendum is issued I will have to acknowledge the posted addendum. **

☐ Yes

☐ No

*Response required

5.18.10. *If an addendum is posted after I have submitted my proposal response and the resulting addendum requires action to be taken either in the Specification Section or Pricing Section, I understand that:**

1. I will have to unsubmit my proposal response.
2. I will have to acknowledge the posted addendum.
3. I will have to take action in responding to the changes on either the Specification Section or Pricing Section.
4. I will then have to resubmit my proposal response.

Further instructions on addendum(a) postings can be found [here](#).

☐ Yes

☐ No

*Response required

5.18.11. *Vendor Affidavit- Electronic Signature* *

Once you start your solicitation you will be asked to complete a DocuSign form.

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the help articles below:

[How to Complete DocuSign Forms](#)

[How to Download, Complete and Upload without DocuSign](#)

[Click here to go to the form](#)

*Response required

6. General Guidelines

6.1. 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, contact the Department of Human Services at (608) 242-6439 (voice) or Wisconsin Relay (711).

6.2. ADDENDA & 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 via the County's [Procurement Portal](#).

It shall be the responsibility of the proposers to regularly monitor the web site for any such postings. Proposers must acknowledge the receipt/review of any addendum(s) via the Procurement Portal.

6.3. CONTRACT TERM & 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.

At the time of contracting with Dane County Department of Human Services, agencies must be registered entities in good standing with the Wisconsin Department of Financial Institutions.

6.4. 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.

The total amount awarded to any single agency, across all proposals submitted under this RFP, shall not exceed \$50,000.

Multiple proposals from a vendor will be permissible; however, the proposer must create separate accounts with separate log-in sequences, emails, and passwords on the County's eProcurement Portal.

Please message procurementsupport@opengov.com with any questions regarding set up.

6.5. PROPOSAL ORGANIZATION & FORMAT

Proposers must respond to the Vendor Questionnaire via the Procurement Portal and organize based on submission instructions.

6.6. DESIGNATION OF CONFIDENTIAL & PROPRIETY 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, vendor 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.

6.7. COOPERATIVE PURCHASING

Participating in cooperative purchasing gives vendors the opportunity for additional sales without additional bidding. Municipalities and state agencies use cooperative purchasing 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 (2), Wis. Stats.

On the Vendor Information page, you will have the opportunity to participate in allowing municipalities and state agencies 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.

6.8. VENDOR REGISTRATION

Vendors are required to register at the County's Procurement Portal. Registration is free and will ensure that you receive notifications of solicitations that match your profile and category code(s).

Registering allows a vendor the opportunity to receive notifications for bids issued by the County and provides the County with up-to-date company contact information.

Once registered, please check to make sure your vendor information including commodity codes is up to date by signing into your account at:

<https://procurement.opengov.com/portal/countyofdane>.

6.9. 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, or Sauk) automatically receive two points toward the evaluation score.

6.10. 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.

6.11. FAIR LABOR PRACTICES 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 indicate that you have been found by the NLRB or WERC to have such a violation on the Vendor Information page, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

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

6.12. PRELIMINARY EVALUATION

The proposals will first be reviewed to determine if requirements are met. Failure to do so will result in the proposal being rejected. In the event that all vendors do not meet one or more of the 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.

6.13. 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.

The cost 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. If the team determines that it is in the best interest of the County to require oral presentations/interview, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the oral presentations/interview process will then be scored, and the final ranking will be made based upon those scores.

6.14. ORAL PRESENTATIONS/INTERVIEW/SITE VISITS

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.

6.15. RIGHT TO REJECT PROPOSALS & 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.

6.16. AWARD & 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 best and final 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.

6.17. NOTIFICATION OF INTENT TO AWARD

Notice of award will be sent to applicants via email only, using the contact information provided in their bid submission. After notice of award a formal contract containing all provisions of the agreement, signed by both parties, shall be executed.

6.18. FIXED PRICE PERIOD

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

7. Terms and Conditions

7.1. 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.

7.2. ENTIRE AGREEMENT

Dane County has Standard Terms and Conditions that 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 and conditions supersede any other terms and/or conditions applicable to the agreement.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. QUALITY

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

7.7. QUANTITIES

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

7.8. DELIVERY

Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent COD or freight collect.

7.9. 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.

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.

7.10. 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.

Proposals must be submitted via the County's Procurement Portal. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

7.11. 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.

7.12. 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.

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.

7.13. 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.

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.

7.14. 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.

7.15. 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.

7.16. 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.

7.17. NON-DISCRIMINATION/AFFIRMATIVE

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.

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.

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.

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.

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.

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.

7.18. 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.

7.19. 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.

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).

7.20. 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.

7.21. INDEMNIFICATION & INSURANCE

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

officers, employees or representatives. The obligations of vendor under this paragraph shall survive the expiration or termination of this Agreement.

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.

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.

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.

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.

2.4. Workers' Compensation.

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

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.

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.

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.

7.22. CANCELLATION

County reserves the right to terminate any Agreement due to non-appropriation or termination of funds for any reason, the imposition of additional conditions on State or Federal funding, 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.

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

7.24. 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 may not be available for public inspection until competitive or bargaining reasons no longer require confidentiality. Bid records may be obtained by submitting an Open Records Request electronically to the Dane County Records Control office.

7.25. 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.

1.26 1 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.

1.26 2 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.

7.26. 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.

7.27. 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.

7.28. 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.

7.29. 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.

7.30. 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.

1. VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).
2. 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."