



REQUEST FOR PROPOSALS (RFP)

Department of Administration
Purchasing Division
County of Dane, Wisconsin

COUNTY DEPT	Administration
RFP NUMBER	117073
RFP TITLE	Mixed Income, Mixed Use, Multi Family Development
PURPOSE	The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the development of a mixed income, mixed use property on the former Messner property located at 1326 East Washington Avenue in Madison, WI.
DEADLINE FOR RFP SUBMISSIONS	2:00 P.M. Central Time September 8, 2017 Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected.
SUBMIT RFP TO THIS ADDRESS	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345
SPECIAL INSTRUCTIONS	<ul style="list-style-type: none"> <input type="checkbox"/> Label the lower left corner of your sealed submittal package with the RFP number. <input type="checkbox"/> Place the Signature Affidavit as the first page of your proposal. <hr style="border-top: 1px dashed blue;"/> <ul style="list-style-type: none"> <input type="checkbox"/> Submit (1) original and (5) copies of your Proposal. <input type="checkbox"/> Submit (1) complete electronic copy of your Proposal in Microsoft Word or PDF format on a flash drive.
PLEASE DIRECT ALL INQUIRES TO (EMAIL IS PREFERRED)	NAME Pete Patten
	TITLE Purchasing Agent
	PHONE # 608-267-3523
	FAX # 608-266-4425
	EMAIL patten.peter@countyofdane.com
	WEB SITE www.danepurchasing.com
DATE BID ISSUED: June 30, 2017	

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1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information needed to submit a re-development proposal for property at 1314, 1318 and 1326 East Washington Avenue. The property is located in the City of Madison and redevelopment will result in a mixed-income, mixed-use, multifamily housing development.

In 2015, a report published at the request of the County, *the Dane County Housing Needs Assessment*, identified an immediate affordable housing shortage in Dane County and significant rent burdens for thousands of low income households. The report outlines the need for tens of thousands of new units over the next 25 years to address this issue.

Housing barriers exist for a wide spectrum of income levels. The most serious housing barriers exist for those at or below 50 percent of the area median income, and 30 percent of County Median Income (CMI), which the U.S. Department of Housing and Urban Development identifies as "extremely low income," some of whom may be in transitional housing or homeless.

In the 2015-2016 school year, the Madison Metropolitan School District identified over 1,300 homeless school children and 1,100 students were identified in the 2016-2017 school year. A disproportionate number of homeless students are students of color.

The county initially purchased the properties formerly owned by the Messner Company as a site for a day resource center to serve the area's homeless population. That project is now being developed at 615 East Washington Avenue; therefore, the Messner site is surplus to other county uses.

In 2017, Dane County passed Substitute 2 2016 Resolution 497, "Redevelopment of Former Messner Properties for Affordable Rental Housing for Families," to help address this problem. The resolution cited the lack of affordable housing as a critical concern and because of the direct impact on family stability and the well-being and educational achievement of children in Dane County.

The County intends to use the results of this RFP process to award a developer a no-cost 99-year ground lease for the Messner site. Upon award, the developer shall work with the City of Madison to obtain all standard permitting and approvals necessary in accordance with City of Madison ordinances.

The County is seeking a development partner for long-term affordable housing to assemble a financing package that may include funds from WHEDA, Federal Home Loan Bank of Chicago, the City of Madison, or Dane County.

This project is intended to align with 2018 cycle of local, state and federal funding.

The contract administrator will be Chuck Hicklin, Dane County Controller.

This Request for Proposal (RFP) is issued on behalf of Dane County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.

1.2 Scope of the Project

Targeted Populations

The RFP process is targeted to include specific populations:

1. Projects designed to serve individuals and families with a range of incomes and should prioritize those who are at or below 50 percent of the area median income, and those that are extremely low income who are at or below 30 percent of the area median income.
2. Veterans.
3. The elderly.
4. The disabled.

Types of Projects

This RFP is specifically dedicated to expanding the availability of housing units to serve the above listed targeted populations through construction of new rental units by either for-profit, or non-profit organizations. Additional types of projects are those that:

1. Meet the income, occupancy and rent restrictions of low income housing tax credits (LIHTC).
2. Include housing for households with income at or below 30% of County Median Income (CMI).
3. Improve access to rental housing through generous tenant screening criteria.
4. Include 3+ bedroom units.

Site Description, City Planning & Zoning Overview, and Outline of Tenney Lapham Neighborhood Comments

Location and Site Description. While the primary Messner property is located at 1326 East Washington Avenue in the city of Madison, Dane County's land holding is comprised of three parcels at 1314, 1318, and 1326 East Washington, comprising in total just over an acre of land. A land use summary of the three parcels is included in Table 1 below, and a map of the project site is included in Appendix 1.

Table 1.

Address (E. Washington Ave.)	Parcel No.	Area (ac.)	Current Use	Existing Buildings		Current Zoning	Plan Designation
				Stories	Area (s.f.) (PFA)		
1314	0709- 131- 0209-5	0.09	Multi-Family Residential (3-Unit Apt.) (Occupied)	2	1,916	CC-T Commercial Corridor- Transitional District	Community Mixed-Use
1318	0709- 131- 0210-2	0.24	Commercial Retail & Warehouse (Vacant)	1	2,518	TR-V1 Traditional Residential- Varied District 1	Community Mixed-Use <u>and</u> Medium-Density Residential
1326	0709- 131- 0211-0	0.66	Commercial Retail & Warehouse (Vacant)	1	19,765	TE Traditional Employment	Community Mixed-Use <u>and</u> Employment

Dane County ‘Messner’ Properties Summary

Existing Structures. All three parcels owned by Dane County are currently developed. 1314 East Washington Avenue houses a 2-story, 1,916 SF 3-unit apartment building constructed in 1883. 1318 includes a 1-story, 2,518 SF vacant commercial retail and warehouse building initially constructed in 1926, but subsequently expanded. 1326 has a 1-story, 19,765 SF vacant commercial retail and warehouse building, also initially constructed in 1926 and subsequently expanded. It is likely all three structures will need to be demolished to make way for the proposed development. While the buildings on both 1318 and 1326 are vacant, the 3-unit apartment building at 1314 is occupied.

Please note: Dane County will meet all statutory requirements for tenant relocation.

Neighborhood Block. The block on which the three parcels reside is located in the [Tenney-Lapham Neighborhood](#). As shown on the map in Appendix 1, the block itself is bounded by East Mifflin Street on the north, North Dickinson Street on the east, East Washington Avenue on the south, and North Baldwin Street on the west. West and north of the subject property are primarily lower density residential properties, except for the Baldwin Street Grille at the corner of Baldwin and East Washington. Immediately to the north is the Tenney Nursery and Parent Center, a long established nursery school and landmark fixture of the neighborhood. Northeast and east of the property are surface parking lots associated with Pasquale’s restaurant and tavern. The historical building occupied by Pasquale’s was recently extensively renovated.

Transportation Access. The properties are well served by transportation amenities. All three parcels front on East Washington Avenue, which experienced an average daily traffic count (ADT) of over 50,000 trips per day in 2015. Numerous Madison Metro bus routes offer frequent and convenient transit service to the corridor and these properties. There are established bike lanes on East Washington, as well as sidewalks and multiple bike routes and paths running parallel to it on the interiors of the neighborhoods. East Washington is a mixed-use, high-activity corridor, and it's the primary gateway arterial entering the city of Madison from the northeast, approaching the State Capitol and Madison Central Business District. The subject properties are located 1.2 miles from the Capitol Square. This section of East Washington has in recent years been the focus of extensive, higher density mixed-use redevelopment efforts by the city of Madison in partnership with private developers, which is expected to continue into the foreseeable future.

Current Zoning. All three parcels are in different zoning districts, as shown in Table 1: 1314 is in the Commercial Corridor - Transitional District (CC-T); 1318 is in the Traditional Residential - Varied District 1 (TR-V1); and 1326 is in the Traditional Employment District (TE). The development process may likely entail the three parcels being consolidated into one by way of a certified survey map (CSM) and rezoned to a single zoning district. The following is a link to the city of Madison's Zoning Ordinance: [Madison, Wisconsin, Code of Ordinances, Chapter 28, Zoning Code.](#)

Planned Land Use. Three different land use plans apply to the subject properties: [Tenney-Lapham Neighborhood Plan](#); [East Washington Avenue Capitol Gateway Corridor Plan](#); and [City of Madison Comprehensive Plan](#). All three plans are integrated and recommend the same future planned land use districts for these parcels. 1314 East Washington is entirely within the Community Mixed-Use planning district, as is the majority of 1318, while the rear, northern portion of 1318 is included in the Medium-Density Residential planning district. The western portion of 1326 is in the Community Mixed-Use district, while the eastern portion is in the Employment district. Redevelopment of this block over time is anticipated in the adopted plans, and Community Mixed-Use appears to be the predominant planned land use for the county-owned lands.

As stated in the City of Madison Comprehensive Plan, Community Mixed-Use would allow for the following: "Commercial buildings, employment, retail and service uses serving both adjacent neighborhoods and wider community markets. Detailed neighborhood or special area plans may provide specific recommendations on allowed types of non-residential uses. Housing types generally similar to Medium-Density Residential districts, provided the building scale is appropriate to the district and the adjacent neighborhood. Mixed-use buildings. Non-commercial residential support uses similar to Medium-Density Residential districts." Regarding residential densities specifically, "Net residential densities within a Community Mixed-Use district generally should not exceed 60 dwelling units per acre, but a neighborhood or special area plan may recommend small areas within the district for a higher maximum density if the development is compatible with the scale and character of the neighborhood."

Urban Design District No. 8. The subject properties are also included in the City's Urban Design District No. 8 (UDD 8), which runs along this stretch of East Washington Avenue. As such, approval from the city of Madison's Urban Design Commission would be required for any new development as part of the City's standard development review and approval process. Madison's Urban Design Commission (UDC) has been created to "encourage and promote high quality in the design of new buildings, developments, remodeling, and additions so as to maintain and improve the established standards of property values within the City, and to foster civic pride in the beauty and nobler assets of the City, and in all other ways possible assure a functionally efficient and visually attractive City in the future." The requirements of UDD 8 are outlined in the following chapter of the City of Madison Code of Ordinances (see s. 33.24(15)): [Madison, Wisconsin, Code of Ordinances, Chapter 33, Boards, Commissions, and Committees](#). The design guidelines of UDD 8 have a setback distance of 15 ft., a maximum street level façade height of 3 to 5 stories, and an overall maximum building height of 8 stories toward the interior of the block; a conditional use permit (CUP) would be required to exceed 5 stories.

General Zoning Approval Process. As referenced above, the three parcels under county ownership would most logically be consolidated into a single lot and rezoned to a single zoning district, the process for which would entail a public hearing before the city of Madison's Plan Commission and approval by both the Plan Commission and Madison Common Council. Since the property is also in Urban Design District No. 8, the redevelopment process would additionally require action by the Urban Design Commission. If any of the existing buildings are to be demolished, a demolition permit would be needed, which would be granted by the Plan Commission and could run concurrently with the related rezone and CUP applications. CUPs are granted solely by the Plan Commission and do not require approval by the Common Council. A CUP is needed to construct a building exceeding 5 stories, and other CUPs may be needed depending on other aspects of the development proposal. According to the City's website, a typical rezone process may take between 10 and 12 weeks after submitting a complete application, depending on the complexity of the project, the amount of public support or opposition, the expediency with which outstanding issues are addressed, etc. In brief, redevelopment of this site will likely entail a CSM, a demolition permit, rezoning and CUP applications, approvals by the Urban Design Commission, Plan Commission, and Common Council, and likely take in excess of 12 weeks to complete. Outreach to the neighborhood and surrounding property owners is not only a good idea, it is formally required by the City: Development approval processes require notification to a number of different community stakeholders, including the district alder, neighborhood association, nearby business associations, and surrounding property owners. In reality, few development petitions will successfully navigate the approval process without having involved the neighborhood and sufficiently addressed outstanding concerns.

The following is a helpful link to many useful resources on the City's Planning and Community and Economic Development Department's website: [Development Services Center](#).

Please note that the successful bidder will be completely and solely responsible for the preparation of all required development application and permitting material, payment of all associated fees, shepherding all applications and petitions through the required decision making processes, and otherwise accountable for all aspects of the development process. Once the RFP process is completed and the long-term lease for the land is enacted, Dane County will for most intents and purposes not be involved in the development process.

Tenney-Lapham Neighborhood Comments. Resolution 497 included the following language: “Dane County shall hold a public meeting in the Tenney-Lapham neighborhood for gathering community input prior to the drafting of the RFP for the housing development project. A summary of input from this meeting shall be publicly available and the recommendations from the Community Meeting on the Redevelopment of the Messner property would also be placed on an agenda of the Health and Human Needs and the Personnel and Finance Committee for public comment and committee discussion and potential recommendations.” This meeting with the neighborhood association was held on March 13, 2017 at the Christ Presbyterian Church at 944 East Gorham Street. Representatives of Dane County and the City of Madison met jointly with the Tenney-Lapham Neighborhood Association (TLNA) to present information, answer questions, and hear concerns from neighborhood residents and property owners. Appendix 2 includes notes on the meeting prepared by both Dane County staff and TLNA representatives, and Appendix 3 includes the recommendations of the Health and Human Needs and Personnel and Finance Committees.

Mandatory Proposal Elements. Development proposals must include the following elements (see proposal scoring criteria in Section 3.3 of this RFP). These requirements are based on the objectives of Res. 497, input from TLNA, and recommendations of the two committees noted above. All of these must be included for a complete proposal.

1. *Units for Different Income Levels.* There must be housing units affordable to persons with different income levels (i.e. it must be a mixed-income project), including both market rate and affordable units.
2. *Very Affordable Units.* There must be housing units affordable to extremely low-income (30 percent of the county median income) and very low-income (50 percent of the county median income) families. (Proposals including a higher ratio of affordable units will receive more points than those that have lower numbers of affordable units. Consider the total cost of housing when evaluating affordability, including utilities, parking, and other charges/fees.)
3. *Family Units.* Some units, including those that are affordable, must be accessible to larger families, i.e. there must be affordable units with 3 or more bedrooms.
4. *No Smoking.* The development must not permit smoking in the area adjacent to the Tenney Lapham Nursery play area.

Accessibility. Units must be accessible for those who are differently abled.

Desirable Proposal Elements. While the following potential proposal elements are not mandatory, including them in the proposal will enhance the project and contribute to a higher overall score. The more elements that are included, the greater the possible score (see proposal scoring criteria in Section 3.3 of this RFP). Similar to the mandatory elements listed above, these also were based on the objectives of Res. 497, input from TLNA, and recommendations of the two noted county committees.

1. *Long-Term Affordability.* Projects that have a long-term affordability requirement of more than 30 years.
2. *Ratio of Affordable Units.* Proposals including a higher ratio of affordable units will receive more points than those having lower numbers of affordable units.
3. *Innovative Approaches to Affordability.* Proposals that include Innovative approaches to affordability may include:
 - a. live-work units
 - b. workforce housing units combined with services
 - c. after-school programming space
 - d. cooperative use of shared spaces, e.g. kitchen, laundry, community room, etc.
 - e. opportunities for cohousing arrangements
4. *Sustainability/Energy Efficiency.* Proposals are encouraged to incorporate sustainability and energy efficiency as primary themes of the development. Such elements may include among others green building products, solar installations, highly energy efficient appliances, etc.
5. *Family-friendly, functional, and accessible green space.* Greenspace may be comprised of the following:
 - a. garden plots for residents of the development
 - b. children's play areas
 - c. simple area to recline outdoors and converse with neighbors
 - d. outdoor exercise area

1.3 Definitions

The following definitions are used throughout the RFP.

County means Dane County

Contract means the purchase of services contract awarded for professional services pursuant to the terms of this RFP.

County Agency means Department /Division utilizing the service or product

Proposer/vendor/firm means a company submitting a proposal in response to this RFP.

Contractor means proposer awarded the contract.

1.4 Clarification of the Specifications

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

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

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

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

1.5 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com

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

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

1.6 Calendar of Events

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

DATE	EVENT
June 30, 2017	RFP Issued
July 21, 2017	Last day to submit written inquiries (2:00 p.m. CST)
August 11, 2017	Addendums or supplements to the RFP posted on the Purchasing Division website www.danepurchasing.com
September 8, 2017	Proposals due

1.7 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)

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal and any required on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Proprietary Information

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

2.3 Incurring Costs

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

2.4 Vendor Registration

All proposers wishing to submit a proposal must be a paid registered vendor with Dane County. Prior to the RFP opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608-266-4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

2.5 Submittal Instructions

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

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

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

2.6 Required Copies

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

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

2.7 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Response to General Requirements (Section 4)
- Required Forms (Section 6 Attachments)
 - Attachment A Signature Affidavit
 - Attachment B Vendor Registration Certification
 - Attachment C Designation of Confidential and Proprietary Information
 - Attachment D Reference Data Sheet
- Appendices (Additional Information the proposer submits)

2.8 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.

2.9 Oral Presentations and 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.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

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

3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. 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.

3.3 Right to Reject Proposals and Negotiate Contract Terms

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

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Description	Percent
Development Team Capabilities (Section 4.2)	25%
Project Description (Section 4.3)	5%
Proportion of Affordable Units to Market Rate Units (Section 4.4)	20%
Projects That Have a Long-term Affordability Requirement of Longer Than 30 Years (Section 4.5)	20%
Proportion of Affordable Family Units with 3+ Bedrooms (Section 4.6)	20%
Sustainability & Energy Efficiency (Section 4.7)	5%
Innovative Project Design (Section 4.8)	5%
Total	100%

3.5 Award and Final Offers

Responses to this RFP will be reviewed by the evaluation team. The team may request respondents to make presentations of their projects. The highest scoring projects may be requested to provide additional information.

3.6 Notification of Intent to Award

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

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

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

4.2 Development Team Background

Provide a description of the organization and development team capabilities including key staff who will be involved in the project, past projects the team has completed, and projects currently in process. Items to be addressed should include the development and services team's experience in the following:

1. Obtaining and utilizing federal, state, city and other financing resources

2. Participating in public/private joint ventures
3. Developing multifamily, mixed-income housing for low-income households
4. Developing mixed-use multi-family housing
6. Providing supportive housing or delivering supportive services
7. Property management

4.3 Project Description

Provide a detailed description of the project proposed for county support. The description should indicate the types, numbers of and size of units, a description of the mixed use space, size, and location within the development, development costs, a pro forma showing projected operating costs and revenues. Accessibility of the housing units should be described.

Responses should also include details on how the balance of the project will be funded, ability to support low-income housing, sources and uses of funds, reasonableness of operating expenses, rent and vacancy assumptions, design concept and proposed debt services.

4.4 Proportion of Affordable Units to Market Rate Units

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.

4.5 Projects That Have an Affordability Requirement of 30 Years or Longer

Describe the proposed affordability term of the project. Projects that include a longer affordability term will receive higher consideration.

4.6 Proportion of 3+ Bedroom Units

Projects that include 3+ bedroom units are considered more desirable. Provide a breakdown of the proposed number of bedrooms including how many 3+ bedroom units are included.

4.7 Sustainability and Energy Efficiency

Describe in detail how the project will include sustainability or energy efficiency features.

4.8 Innovative Project Design

Provide narrative describing how the project includes innovative ways to achieve greater affordability and/or greenspace areas.

4.9 Targeted Population

Provide a detailed description of how the project will serve the targeted populations identified in 1.2.

4.10 Extremely Low-Income Housing

Describe how the project will include housing for individuals and households with extremely low-income.

4.11 Tenant Screening Policies

Provide a detailed description of the tenant screening policies that will be used in evaluating potential tenants and how the proposed policies will enhance access for persons with issues such as credit problems, past homelessness, evictions and other traditional barriers to housing.

5.0 SPECIAL CONTRACT TERMS AND CONDITIONS

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

See Attachment A for the Local Vendor Purchasing Preference.

5.2 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.

6.0 REQUIRED FORMS

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

Attachment A	Signature Affidavit
Attachment B	Vendor Registration Certification
Attachment C	Designation of Confidential and Proprietary Information
Attachment D	Reference Data Sheet

RFP COVER PAGE SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	
PHONE #:	
EMAIL ADDRESS:	
FAX #:	

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print

Date

Addendums -This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #_____ Addendum #_____ Addendum #_____ Addendum #_____

LOCAL VENDOR PURCHASING PREFERENCE	
Are you claiming a local purchasing preference under DCO 25.11(8)?	
<input type="checkbox"/> No (continue to next page) <input type="checkbox"/> Yes (complete remainder of this section)	
Indicate if your company has an established place of business located in any of the following Wisconsin Counties. An established place of business means a physical office, plant or other facility. A post office box address does not qualify your company as a Local Vendor. DCO 25.04(7h)	
We are claiming a preference as a Dane County Business	<input type="checkbox"/> Dane County
We are claiming a preference as a business located in a county adjacent to Dane County:	
<input type="checkbox"/> Columbia County <input type="checkbox"/> Dodge County <input type="checkbox"/> Green County <input type="checkbox"/> Iowa County <input type="checkbox"/> Jefferson County <input type="checkbox"/> Rock County <input type="checkbox"/> Sauk County	

VENDOR REGISTRATION CERTIFICATION

Per Dane County Ordinance, Section 62.15, "Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20."

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

Complete a registration form online by visiting our web site at www.danepurchasing.com. You will be prompted to create a username and a password and you will receive a confirmation message, then log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line.

CERTIFICATION

The undersigned, for and on behalf of the **PROPOSER, BIDDER OR APPLICANT** named herein, certifies as follows:

- This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # _____

Paid until _____

Date Signed: _____

Officer or Authorized Agent

Business Name

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION		
<p>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.</p>		
Section	Page Number	Topic

Check mark : This firm 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, the undersigned 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 agree to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print)

Date

REFERENCE DATA SHEET

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 with requirements similar to those included in this solicitation document. References may be checked at the County's discretion for bid evolution purposes.

Company Name _____
Address (include ZIP) _____
Contact Person _____ Phone No. _____
Product(s) and/or Service(s) Used _____

Company Name _____
Address (include ZIP) _____
Contact Person _____ Phone No. _____
Product(s) and/or Service(s) Used _____

Company Name _____
Address (include ZIP) _____
Contact Person _____ Phone No. _____
Product(s) and/or Service(s) Used _____

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

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

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

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

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

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

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

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

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

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

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices

shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

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

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

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

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

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

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

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any

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

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

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

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

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

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

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

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

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

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

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

16.5 *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

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

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

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

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INDEMNIFICATION & INSURANCE.

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

of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

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

20.2.1. Commercial General Liability.

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

20.2.2. Commercial/Business Automobile Liability.

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

20.2.3. Environmental Impairment (Pollution) Liability

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

20.2.4. Workers' Compensation.

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

20.2.5. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto

Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

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

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

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

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

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that

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

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

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

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

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

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

26.0 **RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS:** The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 **RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS:** Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this

bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 **LIVING WAGE REQUIREMENT:** The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

27.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

27.02 Bidders are exempt from the requirement of this section if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

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

27.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

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