



## REQUEST FOR PROPOSALS (RFP)

Department of Administration  
County of Dane, Wisconsin

**COUNTY AGENCY**

Department of Human Services

**RFP NUMBER**

**#111013**

**RFP TITLE**

**Handicapped Accessibility to Public Buildings**

**PURPOSE**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for [ENTER blank service](#)

**DEADLINE FOR  
RFP SUBMISSIONS**

2:00 P.M. Central Time

**March 17, 2011**

**LATE, FAXED OR UNSIGNED PROPOSAL 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**

- Label the lower left corner of your sealed submittal package with the RFP number**
- Place the Signature Affidavit as the first page of your proposal**
- Submit one original and ( 3 ) copies of the Application**
- Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD**

**DIRECT ALL  
INQUIRES TO**

**NAME** Carolyn A. Clow

**TITLE** Purchasing Agent

**PHONE #** 608/266-4966

**FAX #** 608/266-4425

**EMAIL** [clow@countyofdane.com](mailto:clow@countyofdane.com)

**WEB SITE** [www.danepurchasing.com](http://www.danepurchasing.com)

**DATE RFP ISSUED: February 18, 2011**

*RFP BLANK REVISED 9/09*

## **Dane County Vendor Registration Program**

All bidders 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](http://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.

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for improving handicapped accessibility to public buildings.

The County intends to use the results of this process to award one or more contract(s) or issuance of purchase orders for the product(s) and or services(s) stated above.

The contract resulting from this RFP will be administered by Dane County, Department of Human Services.

The contract administrator will be Ann McCartney.

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

#### 1.2.1 Project Description

The CDBG Program is currently seeking projects to improve accessibility to public buildings through the removal of architectural barriers to mobility for persons with disabilities within the member communities of the Dane County Urban County Consortium. Please refer to the attached document: CDBG PUBLIC FACILITIES – IMPROVING HANDICAPPED ACCESSIBILITY TO PUBLIC BUILDINGS FOR PERSONS WITH DISABILITIES for additional details.

#### ELIGIBLE APPLICANTS

Eligible applicants include the County, government agencies, and non-profit agencies. If undertaken by a non-profit, the facility must be open to the public during normal business hours.

#### ELIGIBLE ACTIVITIES

Handicapped accessibility includes activities for the design and development of accessible building entrances, interior and exterior routes of travel, and bathroom modifications to assure that the public and common areas of public buildings are accessible to persons with disabilities. Eligible activities include the creation of accessible routes, building entrances, hallways and corridors, bathrooms, and service areas; removal/regression of walkway hazards; installation of signage and audible tones, bells, or verbal annunciators; ramps and edges, curb ramps, handrails and handrail extensions, door hardware, automatic door openers, wheelchair lifts, elevators, and other permanent modifications in and to existing public buildings to accommodate persons with disabilities.

In choosing which accessible elements to provide, priority should be given to those elements that will provide the greatest access, in the following order (Reference: §35.151 (B)):

- (1) An accessible entrance;
- (2) An accessible route to the altered area;
- (3) At least one accessible restroom for each sex or a single unisex restroom;
- (4) Accessible telephones;

- (5) Accessible drinking fountains; and
- (6) When possible, additional accessible elements such as parking, storage, and alarms.

Structures built after January 26, 1992 are not eligible for funding as they were required to comply with Title II of the Americans with Disabilities Act at the time they were constructed.

#### ELIGIBLE COSTS

Documented costs of services and materials necessary to complete the authorized handicapped accessibility work, including:

- Architectural/ Engineering or related professional services required to prepare plans, drawings, specifications, work write-ups, or cost estimates
- Bidding costs, including advertisement in newspapers
- Contractor costs – labor and materials
- Davis-Bacon administration costs, including consulting services.

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

#### TYPE OF ASSISTANCE

Grant for up to 100% of the cost of the rehabilitation work.

#### FUNDS AVAILABLE

Slightly over \$81,000 in CDBG funds are available.

### 1.2.2 Objectives

To provide assistance to improve handicapped accessibility to public buildings for persons with disabilities.

### 1.2.3 Needs

1. Projects must assist low-and-moderate-income persons in the participating municipalities of the Dane County Urban County Consortium. Elderly persons or persons with a severe disability are presumed to be an eligible clientele. Please refer to the attached document: CDBG PUBLIC FACILITIES – IMPROVING HANDICAPPED ACCESSIBILITY TO PUBLIC BUILDINGS FOR PERSONS WITH DISABILITIES for additional details.
2. It is expected that projects will meet documented community needs. This includes needs identified in the *Dane County Consolidated Plan 2010-2014* available on the County web site at: [http://www.danecountyhumanservices.org/pdf/cdbg/cdbg\\_2010\\_2014\\_cons\\_plan.pdf](http://www.danecountyhumanservices.org/pdf/cdbg/cdbg_2010_2014_cons_plan.pdf) and through other “hard” data sources.
3. Projects must be consistent with the Dane County Comprehensive Plan and with the Plans of the local municipality (City, Town, or Village) in which the project will be located.
4. Any additional funding needed to make the project viable must be secured in order for a contract to be executed.
5. Projects must be shovel-ready, meaning that construction will begin in the year in which the contract is awarded – 2011.

#### 1.2.4 Current Operations

In 2010, grants were awarded to the Village of Belleville and to the Village of Cambridge.

#### 1.3 Definitions

The following definitions are used throughout the RFP:

**County** means Dane County

**County Agency** means Department /Division utilizing the service or product

**Proposer/vendor** means a firm 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** (see 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.

**Mailing Address:**

**Dane County Purchasing Division  
Room 425 City-County Bldg  
210 Martin Luther King Jr. Blvd  
Madison, WI 53703-3345**

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](http://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 a supplement to this RFP and posting such supplement on the Dane County web site at [www.danepurchasing.com](http://www.danepurchasing.com) .

There may or may not be a formal notification issued for changes in the estimated dates and times.

<b>DATE</b>	<b>EVENT</b>
February 18, 2011	Date of issue of the RFP
March 7, 2011	Last day for submitting written inquiries (2:00 p.m. Central Time)
March 9, 2011	Supplements or revisions to the RFP posted on the Purchasing Division web site at <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
March 17, 2011	Proposals due from vendors
March 24, 2011	Oral presentation by invited vendors to the CDBG Commission
April 2011	Notification of intent to award sent to vendors
May 2011	Contract start date

### 1.7 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for such period of time as agreed upon by the County and Contractor needed to complete the work. The work is typically expected to be completed within one year of the date of the contract.

### 1.8 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)

## 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 plus references 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](http://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 burned to a CD or DVD.**

## 2.7 Proposal Organization and Format

Proposals should be submitted using the Dane County Application for 2011 CDBG Funds Handicapped Accessibility to Public Buildings.

## 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.

# PROPOSAL SELECTION AND AWARD PROCESS

## 3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). 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:

Criteria	Percent
<b>Need and Justification</b>	20%
<b>Benefit to Low-and-Moderate Income Persons</b>	5%
<b>Project Approach</b>	30%
<b>Experience and Qualifications</b>	15%
<b>Program Budget and Matching Funds</b>	20%
<b>Past Performance</b> (If previously funded, ability to meet timelines and goals in a reasonable fashion, compliance with prior contracts. Maximum points will be awarded to new applicants.)	10%
<b>TOTAL</b>	100%

### 3.5 Award and Final Offers

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

### 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.

## GENERAL PROPOSAL REQUIREMENTS

### 4.1 Need and Justification (20 points maximum):

The project need and justification adequately describes the problem that is being addressed by the proposed project. Statements are substantiated and related to the needs and the priorities in the 2010-2014 Consolidated Plan. Statements are based on an evaluation of programs,

services, and activities to determine that they are programmatically and physically accessible to persons with disabilities.

4.2 Benefit to Low-and-Moderate Income Persons (5 points maximum)

The application describes the population to be served. Additional points will be given to projects located in census tracts where 42.8% of the population are considered low-and-moderate income.

4.3 Project Approach (30 points maximum):

The application describes what the program/project will do; how it will be implemented, operated, and administered within a realistic time period; how it will be provided; and how low-income participants will access services. The description should include:

- A description of the work that will be undertaken and a description of how the work will address the identified problems.
- Identifies any partnerships that have been or will be formed to ensure the success of the project.
- A work plan for how the project/program will be organized, implemented, operated, and administered, and the timeline and milestones from initiation to completion. Work on the project - meaning funds will be spent - will begin in 2011.

4.4 Experience and Qualifications (15 points maximum):

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

4.5 Budget (15 points maximum):

The application clearly explains and justifies each proposed budget line item and why CDBG funding is required to make the project viable. The budget is realistic.

4.6 Matching Funds (5 points maximum):

Efforts have been made to secure other funding for the project (worth up to 5 points). The application identifies eligible sources of match (worth up to 5 points).

4.7 Past Performance (10 points maximum):

If the organization has been previously funded, a review of past expenditures and performance shows that the organization has been able to meet timelines and goals in a reasonable fashion, i.e., no unexpended dollars from prior years. Compliance with the contract will include, but not be limited to, submission of reports and adherence to scope of services. (Worth up to 10 points with maximum points being awarded to new projects.)

## COST PROPOSAL

5.1 General Instructions on Submitting Cost Proposals

Proposers are required to submit the Project Budget included in the Dane County Application for 2011 CDBG Funds – Handicapped Accessibility to Public Buildings.

5.2 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals.

## SPECIAL CONTRACT TERMS AND CONDITIONS

### 6.1 Procurement

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

### 6.2 Excluded Parties List System (EPLS)

No contracts may be awarded to any party that is debarred or suspended or is otherwise excluded from participation on federal assistance programs.

### 6.3 Federal Labor Standards

RFP No. 111013

Federal Labor Standards requirements apply to most public facility and improvement construction and rehabilitation projects. They are triggered at a minimum cost of \$2,000 and apply to the entire project, not just the portion funded by County CDBG. If a Contract is awarded, labor standards requirements will be described in detail in the contract with the County. Additional information also can be obtained in the HUD *Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects* at <http://www.hud.gov/offices/olr/library.cfm>.

#### 6.4 Domestic Partner Equal Benefits Requirement

The contractor [or grant beneficiary] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer 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 contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

#### 6.5 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 (d). See Section 28.0 Standard Terms and Conditions. The minimum living wage rate for 2011 is \$10.61. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at [www.co.dane.wi.us/purch/purch.htm](http://www.co.dane.wi.us/purch/purch.htm).

#### 6.6 Lobbying Certification

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

1. No federally appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this CERTIFICATION be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

#### 6.7 Equal Opportunity Clause (EO 11246)

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of Sept. 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the contracting agency, County of Dane, HUD, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, the contract may be cancelled, terminated, or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended, and such other sanctions may be imposed or remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

## 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 | Designation of Confidential and Proprietary Information   |
| Attachment C | Fair Labor Practices Certification                        |
| Attachment D | Dane County Application for 2011 CDBG Funds – Handicapped |

## Accessibility to Public Buildings

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

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**

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

Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_

<b>Designation of Confidential and Proprietary Information</b>		
<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**

**FAIR LABOR PRACTICES CERTIFICATION  
Dane County Ordinance 25.11(28)**

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

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

That PROPOSER, BIDDER OR APPLICANT has: (Check One)

\_\_\_\_\_ not been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

\_\_\_\_\_ 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 Certification is signed

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

**NOTE: You can find information regarding the violations described above at:**  
[www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>.

**For Reference Dane County Ord. 28.11 (28) is as follows:**

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

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

**STANDARD TERMS AND CONDITIONS**  
(Request For Bids/Proposals/Contracts)  
DCO CHS 19.25 Rev. 07/07

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.

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 in this request 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 which 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 on this request 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, e.g., gal., cs., doz., ea., etc., 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. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

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 or services, or combination of both. 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 **INSURANCE RESPONSIBILITY:** The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 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 the successful vendor furnishing the services or goods required to be provided under the contract with the County, 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 the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful 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 the successful 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 coverage is Claims-Made and indicate the

Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful 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 the successful 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 the successful 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 the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

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** 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.

**22.3** 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. In any event, bid prices will not be held confidential after award of contract.

**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 County of Dane (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 YEAR 2000 COMPLIANT:** Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year

2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

**28.0 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.

28.01 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.

28.02 Bidders are exempt from the above requirements 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.

**28.03 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.

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

28.05 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 or union organizing."

# DANE COUNTY APPLICATION FOR 2011 CDBG FUNDS

## HANDICAPPED ACCESSIBILITY TO PUBLIC BUILDINGS

### APPLICATION SUMMARY

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

**PROJECT NAME:** Please list the project for which you are applying.

PROJECT NAME	PROJECT CONTACT PERSON	PHONE NUMBER	E-MAIL


**FUNDS REQUESTED:** Please list the amount and source of funding for which you are applying.

AMOUNT OF CDBG FUNDS REQUESTED	TOTAL PROJECT COST	PERCENT OF CDBG FUNDS TO TOTAL PROJECT COST
\$	\$	\$

## NEED AND JUSTIFICATION

- A. **SECTION 504 ACCESSIBILITY:** Has your organization conducted a Section 504 accessibility self-evaluation of programs, services, and activities to determine that they are programmatically and physically accessible to persons with disabilities?

\_\_\_\_\_ No  
\_\_\_\_\_ Don't Know  
\_\_\_\_\_ Yes



If yes, please indicate the date the self-evaluation was conducted. \_\_\_\_\_

- B. **PROJECT NEED:** In the space below, provide a brief description of the need or problem that will be addressed and how persons with disabilities were involved in identifying the needs. If your organization conducted a Section 504 accessibility self-evaluation of programs, services, and activities to determine that they are programmatically and physically accessible to persons with disabilities, please describe how the results of that self evaluation is related to this project.

## **BENEFICIARIES**

C. **CENSUS TRACT:** In what census tract is the project located?

D. **POPULATION TO BE SERVED:** In the space below, provide a brief description of the population who will benefit from this project.

## PROJECT APPROACH

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

- F. **PROJECT SITES AND WORK:** In the space below, list the building(s) or sites, their address(es), the year built or approximate age, the work that will be undertaken (if known at this time), and how the work will address the identified accessibility problems for persons with disabilities (if known). Include additional pages as needed. Maps may be included as separate attachments.

### Building/Site 1

Building Name	
Street Address	
Municipality	
Year Built/Age	
Days of the Week Building is Open	
Hours Building is Open to the Public	
Modifications to be made:	
How work will address identified handicapped accessibility problems.	

**Building/Site 2**

Building Name	
Street Address	
Municipality	
Year Built/Age	
Days of the Week Building is Open	
Hours Building is Open to the Public	
Modifications to be made:	
How work will address identified handicapped accessibility problems.	

**Building/Site 3**

Building Name	
Street Address	
Municipality	
Year Built/Age	
Days of the Week Building is Open	
Hours Building is Open to the Public	
Modifications to be made:	
How work will address identified handicapped accessibility problems.	

**Building/Site 4**

Building Name	
Street Address	
Municipality	
Year Built/Age	
Days of the Week Building is Open	
Hours Building is Open to the Public	
Modifications to be made:	
How work will address identified handicapped accessibility problems.	

**Building/Site 5**

Building Name	
Street Address	
Municipality	
Year Built/Age	
Days of the Week Building is Open	
Hours Building is Open to the Public	
Modifications to be made:	
How work will address identified handicapped accessibility problems.	

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

H. **WORK PLAN WITH TIMELINE AND MILESTONES:** In the space below, provide a work plan for how the project will be organized, implemented, and administered. Include a timeline and accomplishments from initiation through project completion. This should assume that contracts will be awarded in the second quarter of 2011 (April 1 – June 30, 2011). Add in extra quarters as needed. Examples of milestones are: date bid packages or request for quotes are let, date bids/quotes are due, date community awards contract(s), date of pre-construction conference with Contractor/County and municipality to review Davis-Bacon requirements, date building permits are to be obtained, date work commences, etc.

ON OR BEFORE	ACCOMPLISHMENTS
June 30, 2011	
September 30, 2011	
December 31, 2011	

## PERSONNEL

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

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

**K. PERSONNEL SCHEDULE**

Please complete the Personnel Schedule for all staff who will be assigned to this project. If the project will continue into 2012, complete the second table as well.

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

1) POSITION TITLE	2011 ESTIMATED		CDBG-FUNDED	
	2) FTE	3) TOTAL SALARY	4) ESTIMATED HOURS ON THIS PROJECT	5) CDBG – FUNDED AMOUNT OF SALARY

Complete this second table only for projects that will continue into 2012.

1) POSITION TITLE	2012 ESTIMATED		CDBG-FUNDED	
	2) FTE	3) TOTAL SALARY	4) ESTIMATED HOURS ON THIS PROJECT	5) CDBG – FUNDED AMOUNT OF SALARY

- L. LIST PERCENT OF STAFF TURNOVER \_\_\_\_\_%** Divide the number of resignations or terminations in calendar year 2010 by the total number of budgeted positions. Do not include seasonal positions.

M. **AGENCY GOVERNING BODY:** How many Board meetings has your governing body or Board of Directors scheduled or is expected to schedule for 2011? \_\_\_\_\_

Please list your current Board of Directors or your agency's governing body. Include names, addresses, primary occupation and board office held. If you have more members, please copy this page.

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

N. STAFF/BOARD/VOLUNTEERS DESCRIPTORS: For your organization's 2011 staff, board and volunteers, indicate by number and percentage the following characteristics.

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

## **PROGRAM BUDGET AND MATCHING FUNDS**

O. **MATCH:** Describe the sources and amounts of any funds that will be contributed by your organization for this project in the space below.

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

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

R. **DETAILED PROJECT BUDGET:** Following the description of allowable costs that may be charged to the CDBG Program is the Project Budget. Complete the budget identifying the amount and source of all funds and their uses. Use additional pages as necessary. An Excel file may be submitted in lieu of this Project Budget provided that it contains all of the same column and row headers.

## CDBG Allowable Activity Costs

Item	Activity Related Costs
<b>a. Activity Hard Costs</b>	
1. These are detailed in the program standards and defined under 24 CFR 570.201, 202, 203, and 204. Depending on the activity this may include: acquisition; disposition; clearance and remediation activities; acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements; public services; homeownership assistance; economic development, etc.	X
<b>b. Activity Personnel Costs</b>	
2. Staff and overhead costs <b>DIRECTLY</b> related to carrying out the activity specified in 24 CFR 570.201-204, such as providing direct services to consumers, work specifications preparation, loan processing inspections, and other services related to assisting potential clients, owners, tenants, and homebuyers. This may include staff time spent supervising staff who are carrying out the activities specified in 24 CFR 570.201-204 when that time is spent addressing a direct consumer, service, or property issue. It does not include supervisory time spent on such functions as employee evaluations.	X
<b>c. Related Soft Costs/Operating Costs</b>	
3. <b>PUBLIC SERVICES ONLY:</b> Operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. <sup>1</sup> 24 CFR 570.207 (b) (2)	X
4. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.	X
5. Costs to process and settle the financing for a project, such a private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees,	X

<sup>1</sup> For example the use of CDBG funds to pay the allocable costs of operating and maintaining a facility used in providing a public service would be eligible under 570.201 (e), even if no other costs of providing such a service are assisted with such funds. 24 CFR 570.207 (b) (2).

Item	Activity Related Costs
private appraisal fees, and fees for an independent cost estimate, builders or developers fees.	
6. Costs of a project audit	X
7. Costs to provide activity related information services, such as affirmative marketing and fair housing information to prospective homeowners and tenants.	X
8. Impact fees that are charged to all projects within Dane County.	X
9. Environmental Reviews.	X
d <b>Relocation costs</b> for persons displaced by the project.	
10. Relocation payments – replacement housing payments, moving expenses, and payments for reasonable out-of-pocket costs incurred in the relocation of persons.	X
11. Other relocation assistance – staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling, and other assistance necessary to minimize hardship assistance.	X

## PROJECT BUDGET

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

	TOTAL	Amount	Source/Terms**	Amount	Source/Terms**	Amount	Source/Terms**
<b>ACQUISITION COSTS:</b>							
Acquisition							
Title Insurance/ Recording							
Appraisal							
*Predevelopment/ feasibility// market study							
Survey							
*Marketing							
Relocation							
Other:							

<b>CONSTRUCTION:</b>							
<i>Construction</i>							
<i>Soils/Site Preparation</i>							
<i>Construction Manag.</i>							
<i>Landscaping, signage</i>							
<i>Construction Interest</i>							
<i>Permits; print plans</i>							
<i>Other:</i>							
<b>FEES:</b>							
<i>Architect</i>							
<i>Engineering</i>							
<i>*Accounting</i>							
<i>*Legal</i>							
<i>*Development Fee</i>							
<i>*Leasing Fee</i>							
<i>Other:</i>							
<b>PROJECT CONTINGENCY</b>							
<b>OTHER (specify)</b>							
<b>TOTAL COSTS</b>							

If CDBG funds are used for items with an asterisk (\*), the total cost of these items may not exceed 10% of the CDBG amount. Each funding source and amount must be listed separately, i.e., Acquisition: \$30,000 CDBG, \$100,000 First Bank. Under source/terms, identify if this is a loan or grant and the terms.



## CDBG/HOME PROGRAM

# POLICY AND PROCEDURES MANUAL

SUBJECT: CDBG PUBLIC FACILITIES – IMPROVING HANDICAPPED ACCESSIBILITY TO PUBLIC BUILDINGS FOR PERSONS WITH DISABILITIES

### PURPOSE

**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. This activity meets the national objective of benefiting low and moderate-income persons.**

**This program meets the Dane County Consolidated Plan priority of improving accessibility to public buildings for persons with disabilities through the installation of ramps, automatic door openers, and other modifications.**

### DEFINITIONS Reference: 24 CFR Part 100, Federal Register Vol. 73, No. 207 dated 10.24.2008

Two of the key provisions impacting accessibility in the CDBG program are Section 504 of the Rehabilitation Act of 1973 and The Americans with Disabilities Act of 1990. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funding assistance. For the purposes of compliance with Section 504, “accessible” means ensuring that programs and activities, when viewed in their entirety, are accessible to and usable by individuals with disabilities. The Americans with Disabilities Act of 1990 (ADA) modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against a “qualified individual with a disability” in employment and physical accommodations.

*Individual with a Disability*, HUD’s Section 504 regulations define an individual with a disability as any person who has a physical or mental disability that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment [24 CFR 8.3]. Major life activities include walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself. The law also applies to individuals who have a history of such impairments as well as those who are perceived as having such an impairment.

*Accessible*, when used with respect to the public and common use areas of a building, means that the public or common use areas of the building can be approached, entered, and used by individuals with physical disabilities. The phrase “*readily accessible to and usable by*” is synonymous with accessible. A public or common use area that complies with the appropriate requirements of ICC/ANSI A117.1–2003 (incorporated by reference at § 100.201a), ICC/ANSI A117.1–1998 (incorporated by reference at § 100.201a), CABO/ANSI A117.1–1992 (incorporated by reference at § 100.201a), ANSI A117.1–1986 (incorporated by reference at § 100.201a), or a comparable standard is deemed “*accessible*” within the meaning of this paragraph.

*Accessible route* means a continuous unobstructed path connecting accessible elements and spaces in a building or within a site that can be negotiated by a person with a severe disability using a wheelchair and that is also safe for and usable by people with other disabilities. Interior accessible routes may include corridors, floors, ramps, elevators, and lifts. Exterior accessible routes may include parking access aisles, curb ramps, walks, ramps, and lifts. A route that complies with the appropriate requirements of ICC/ANSI A117.1–2003 (incorporated by reference at § 100.201a), ICC/ANSI A117.1–1998 (incorporated by reference at § 100.201a), CABO/ANSI A117.1–1992, ANSI A117.1–1986 (incorporated by reference at § 100.201a), or a comparable standard is an “*accessible route*.”

*Building entrance on an accessible route* means an accessible entrance to a building that is connected by an accessible route to public transportation stops, to accessible parking and passenger loading zones, or to public streets or sidewalks, if available. A building entrance that complies with ICC/ANSI A117.1–2003 (incorporated by reference at § 100.201a), ICC/ANSI A117.1–1998 (incorporated by reference at § 100.201a), CABO/ANSI A117.1– 1992 (incorporated by reference at § 100.201a), ANSI A117.1–1986 (incorporated by reference at § 100.201a), or a comparable standard complies with the requirements of this paragraph.

#### NATIONAL OBJECTIVES Reference: 24 CFR 570.208(a)(2)(ii)

Each activity funded by CDBG must meet one of three national objectives:

- Benefit low and moderate-income persons (LMI),
- Aid in the prevention or elimination of slums or blight; or
- Meet a particularly urgent community development need (such as following a flood or tornado).

**The activities for this program qualify as benefitting low-and-moderate income persons. They may do so as either an Area Benefit activity or as a Limited Clientele Activity.**

#### Area Benefit Activities (LMA)

**Activities that benefit all residents of a particular area, where at least 51 percent of the residents are LMI persons. HUD uses a special run of the Census tract block group data to identify these areas. HUD permits an exception to the LMI benefit area for certain entitlement communities. Dane County is allowed to qualify activities based on the “exception criteria” or “upper quartile”. Currently, activities that benefit areas where at least 42.8% of the residents are LMI qualify as an area benefit.**

#### Limited Clientele Activities (LMC)

**Under this category 51% of the beneficiaries of the activity have to be LMI persons. This includes activities that remove material or architectural barriers to the mobility or accessibility of elderly persons or adults meeting the U.S. Bureau of the Census Current Population Reports definition of “severely disabled,” provided it is restricted, to the extent practicable, to the removal of such barriers by assisting the reconstruction of a public facility or improvement, or portion thereof, that does not qualify under the area benefit activity.**

The census definition of “severely disabled” is: Persons are classified as having a severe disability if they (a) used a wheel-chair or had used another special aid for six months or longer; b) are unable to perform one or more “functional activities” or need assistance with an ADL or IADL; c) are prevented from working at a job or doing housework; or d) have a selected condition including autism, cerebral palsy, Alzheimer’s disease, senility, or dementia, or mental retardation. Also persons who are under 65 years of age and who are covered by Medicare or who receive SSI are considered to have a severe disability.

Functional activities includes: seeing, hearing, having one’s speech understood, lifting and carrying, walking up a flight of stairs, and walking. An ADL is an activity of daily living which includes getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating, and toileting. An IADL is an instrument of daily living and includes going outside the home, keeping track of money or bills, preparing meals, doing light housework, and using the telephone.

For activities that qualify as a limited clientele activity, documentation must be maintained showing that barriers to mobility or accessibility have been removed and how the barrier removal was restricted to the extent feasible to one of the particular cases authorized.

ELIGIBLE APPLICANTS Reference: 24 CFR 570.201 (c) and 24 CFR 570.207 (a) (1)

The County, government agencies, and non-profit organizations may undertake handicapped accessibility projects in existing public buildings. If undertaken by a non-profit, the facility must be open to the public during normal business hours. The project undertaken must be in a participating municipality of the Dane County Urban County Consortium.

#### ELIGIBLE ACTIVITIES

Handicapped accessibility includes activities for the design and development of accessible building entrances, interior and exterior routes of travel, and bathroom modifications to assure that the public and common areas of public buildings are accessible to persons with disabilities. Eligible activities include the creation of accessible routes, building entrances, hallways and corridors, bathrooms, and service areas; removal/regression of walkway hazards; installation of signage and audible tones, bells, or verbal annunciators; ramps and edges, curb ramps, handrails and handrail extensions, door hardware, automatic door openers, wheelchair lifts, elevators, and other permanent modifications in and to existing public buildings to accommodate persons with disabilities.

In choosing which accessible elements to provide, priority should be given to those elements that will provide the greatest access, in the following order (Reference: §35.151 (B)):

- (7) An accessible entrance;

- (8) An accessible route to the altered area;**
- (9) At least one accessible restroom for each sex or a single unisex restroom;**
- (10) Accessible telephones;**
- (11) Accessible drinking fountains; and**
- (12) When possible, additional accessible elements such as parking, storage, and alarms.**

**Structures built after January 26, 1992 are not eligible for funding as they were required to comply with Title II of the Americans with Disabilities Act at the time they were constructed.**

#### ELIGIBLE COSTS

**Documented costs of services and materials necessary to complete the authorized handicapped accessibility work, including\*:**

**Architectural/ Engineering or related professional services required to prepare plans, drawings, specifications, work write-ups, or cost estimates**

- **Bidding costs, including advertisement in newspapers**
- **Contractor costs – labor and materials**
- **Davis-Bacon administration costs, including consulting services.**

#### TYPE OF ASSISTANCE

**Grant for up to 100% of the cost of the rehabilitation work.**

#### GENERAL REQUIREMENTS

- 1. The participating municipality or other organization should conduct a Section 504 accessibility self-evaluation of programs, services, and activities to determine that they are programmatically and physically accessible to persons with disabilities. Persons with disabilities are to be involved in these evaluations. If the municipality has already completed a self-evaluation, the ADA Transition Plan should be provided to the County. Copies of the results of the self-evaluation are to be made available to the County CDBG Program. A checklist may be found at: <http://www.hud.gov/offices/fheo/library/UFASAccessibilityChecklistforPHAs-5-7-08.pdf>**
- 2. All work, to the maximum extent feasible, must meet the requirements of the applicable accessibility standard, including but not limited to: Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, ADA Standards for Accessible Design - <http://www.ada.gov/adastd94.pdf> , the Architectural Barriers Act of 1968, as amended, Uniform Federal Accessibility Standards (USAF) -**

<http://www.access-board.gov/ufas/ufas-html/ufas.htm> . Resources may be found at: <http://www.ada.gov/publicat.htm> . Please note that changes were made to the ADA Standards for Accessible Design as of July 23, 2010. These changes may be viewed at: <http://www.ada.gov/regs2010/ADAREgs2010.htm> .

3. Work may not begin until the environmental review requirements at Part 58 are met and the County has given notice to proceed.
4. Subrecipients of County CDBG funding will comply with the procurement standards under 24 CFR 85.36 for governmental subrecipients and 24 CFR 84.40-48 for subrecipients that are non-profit organizations.
5. All contractors are to be cleared through the HUD listing for debarred and suspended participants (24 CFR 570.506 and 85.3) prior to awarding of contract for work.
6. Federal Labor Standards, triggered at a minimum cost of \$2,000, apply to the entire project, not just the portion funded by County CDBG.
7. Local building permits must be taken out for the work. If a permit is required, the building official should sign off on the permit indicating that the work was completed.
8. The organization awarded funding should inspect work prior to paying a contractor invoice.
9. There must be a final inspection of the work by County ADA Coordinator or municipal staff to determine whether all items were completed as specified in the work specifications.
10. There must be documentation to show the contractor provided the appropriate lien releases.

#### FEDERAL OVERLAY REQUIREMENTS

**Environmental Review Requirements – All CDBG funded projects are subject to environmental review. No work may begin until the County gives notice to proceed.**

**Labor Standard Requirements – If the grant will fund interior or exterior construction totaling \$2,000 or more, the construction contracts are subject to Federal Davis-Bacon Labor Standards and Minimum Prevailing Wage Rates on the entire project.**

**Other Requirements – There are a number of other standards that may be applicable to these projects where CDBG funds are used. These may include but are not limited to: Acquisition, Procurement, Relocation and Anti-Displacement, Equal Employment Opportunity, Section 3, Debarment and Suspension, Conflict of Interest, and more.**

## Procurement Requirements

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

## **Labor Standards Requirements (also known as Davis-Bacon)**

These HUD requirements apply to most public facility and improvement construction and rehabilitation projects. They are triggered at a minimum cost of \$2,000 and apply to the entire project, not just the portion funded by County CDBG. If a grant contract is awarded, labor standards requirements will be described in detail in the contract with the County. Additional information also can be obtained in the HUD *Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects* at <http://www.hud.gov/offices/olr/library.cfm>.

General requirements are as follows:

1. Wage Rate Decisions – The Davis-Bacon wage decision that applies to a project contains a schedule of work/job classifications and the minimum wage rates that must be paid to persons performing particular jobs. If a work classification that is needed for the project does not appear on the wage decision, the County must request an additional classification and wage rate from HUD. Any apprentices and trainees working on the job site must participate in a bona fide apprenticeship program registered with the U.S. Department of Labor or in a State program that is recognized by the U.S. Department of Labor. The ratio of trainees to journeymen on the job site cannot be greater than permitted under the plan approved by the U.S. Department of Labor.
2. Labor Clauses and Wage Decisions in Bid and Contract Documents – The labor clauses and the applicable wage rate decision (and any additional classifications) must be a physical part of the bid package. They can be obtained from the County. The labor clauses obligate the contractor to comply with Davis-Bacon wage and reporting requirements and provide remedies and sanctions in the event of violations.
3. Pre-construction Conference – The County requires that a pre-construction conference be held with the prime contractor before construction begins to explain the Federal labor standards and other contractual requirements. Please note that the County cannot authorize payment of an invoice until all these requirements are met.
4. Payroll Review – Once the public facility construction and rehabilitation is underway, the prime/general contractor should complete a weekly payroll report for its employees on the covered job and sign the Statement of Compliance. The prime/general contractor must also obtain weekly payrolls (including signed Statements of Compliance) from all subcontractors as they work on the project.
5. On-site Worker Interviews – HUD labor standards require the County to periodically conduct job site interviews with workers. The purpose of the interview is to obtain job information to verify that workers worked the number of hours listed in the payroll and are paid the required hourly rate plus fringe benefits.