



REQUEST FOR PROPOSALS (RFP)

ADMINISTRATIVE SERVICES OF THE SOUTHERN HOUSING REGION CDBG HOUSING REHABILITATION PROGRAM

COLUMBIA COUNTY ACCOUNTING

Issued: April 23, 2024

Due: May 23, 2024

RFP#: ACCTG-05-2024

Columbia County, Wisconsin
Shonna Neary, Comptroller
112 East Edgewater Street
Portage, WI 53901
(608) 742-9645

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Invitation to Submit Proposal

Introduction

Columbia County, Wisconsin, through the Columbia County Revolving Loan Fund (RLF)/Housing Committee, is seeking proposals for administrative services of the Southern Housing Region Community Development Block Grant (CDBG) Housing Rehabilitation Program, contingent upon grant award. Proposals will be accepted for grant administration services for the CDBG project.

Minimum requirements include previous experience in grant administration on CDBG or similar state/federally funded projects. Proposals will be accepted from individuals, firms, or groups of firms with the demonstrated expertise and experience in these areas of practice.

Questions Regarding This RFP

This solicitation contains a description of the project and services required. Interested proposers have the responsibility of understanding what is required by this solicitation. During the review of the RFP, if the Proposer discovers any errors, omissions, or ambiguities within the RFP, they should identify them in writing and call them to the immediate attention of Columbia County prior to the RFP submission deadline. Columbia County shall not be held responsible for any person's/firm's lack of understanding of the project.

Questions for clarification concerning this RFP must be in writing and received by email to Shonna Neary, Comptroller, at accounting@columbiacountywi.gov no later than May 8, 2024, by 2:00 p.m (CST). After this date, questions involving the content or intent of the proposal will not be answered. All questions will be responded to and posted to [DemandStar](#) and the [County's website](#) and treated as an addendum to the RFP packet on May 10, 2024. (DemandStar is a National Procurement Information Distribution System. Registration is FREE in connection with the Wisconsin Association of Public Purchasers (WAPP).

Columbia County makes no representations as to the conditions of the project other than those representations made herein, and no employee or any other representative of Columbia County has the authority to make any oral or written representations as to the conditions of the project. Persons/firms should only contact the person designated above regarding this RFP and should not contact the Columbia County Board Chair, any Columbia County Revolving Loan Fund (RLF)/Housing Committee members, or any other Columbia County staff for clarification on this RFP.

Proposal Requirements

Directions for Submittal

All proposals must be submitted and received no later than 9:00 a.m. (CST) on May 23, 2024. Bids will be publicly opened and read at 10:00 a.m. (CST) on May 23, 2024 at the Columbia County Administration Building, 112 East Edgewater Street, Portage, WI 53901 in the County Board Room.

Three (3) copies of the proposal must be signed, sealed, and returned (with necessary attachments) to the Columbia County Clerk at the mailing address of 112 East Edgewater Street, Portage, WI 53901 OR submitted via [DemandStar](#).

Individuals/firms must respond to the RFP by submitting all data required herein in order for proposals to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification.

Persons requesting ADA assistance accommodations for hearing and speech impaired may contact Shonna Neary, Comptroller at (608) 742-9645 or accounting@columbiacountywi.gov.

Individuals/firms interested in being considered for this project must submit a proposal detailing qualifications, technical expertise, management and staff capabilities, related prior experience, and a detailed cost estimate for the Scope of Services described below. The objective of the competitive process is to objectively select the firm that will provide high-quality, efficient, and cost-effective services. The selected person(s)/firm(s) will be invited to contract with Columbia County for administrative services. A proposal outline is included in **Exhibit II** to follow. Please use this outline as part of submittal.

Exhibit III, attached to this RFP, represents the qualifications sought for the services. These criteria have been established to assure the community of professional expertise with adequate experience and capacity to ensure successful completion of the proposed project within the allocated time constraints.

Exhibit IV, attached to this RFP, is the selection criteria that will be utilized for review of the proposals submitted to determine which proposal best meets the needs as outlined.

Proposal Contents

1. Cover Letter.
2. Project scope statement describing the work to be undertaken, include the services outlined in the RFP, and any modifications or expansion of the scope provided in order to deliver the grant administration consulting services.
3. Project work plan indicating mechanisms proposed to coordinate the work effort with the County.
4. Project coordination plan indicating mechanisms proposed to coordinate the work effort with the County.
5. Proposer's profile and a clear concise statement with:
 - a. Examples indicating past performance and familiarity with the type of work detailed in the RFP.
 - b. Examples of implementation of the Proposer's work/services in other communities and noted successes.
 - c. A list of client references for which Proposer provided similar services as described in the RFP.
6. Project team statement indicating the professional and technical qualifications of the key persons who will be assigned to the project and their responsibilities within the Scope of Services. Resumes for key personnel should be included in the proposal appendices.
7. Project budget with estimated level of effort for each member of the team and for each major task.
8. Fee schedule for personnel involved with the project.

Proposal Format

The proposal must be submitted in typed format with the items to be included in the proposal placed in the same order as described in above. The proposal must be signed by the submitter or authorized representative and dated.

Calendar of Events

| Date | Event |
|----------------|--|
| April 23, 2024 | Date of issue of the RFP |
| May 8, 2024 | Last day for submitting written inquiries by 2:00 p.m. (CST) |
| May 10, 2024 | Supplements or revisions to the RFP posted on Columbia County's website. |
| May 23, 2024 | Proposals due from vendors by 9:00 a.m. (CST) |
| May 23, 2024 | Bid opening at 10:00 a.m. (CST) |

Other Conditions of Proposal Submittal

1. Only one proposal will be accepted from any person, firm or entity.
2. No proposal will be accepted from any person, firm or entity that is in arrears for any obligation to Columbia County, is debarred from contracting for federally funded projects, or that otherwise may be deemed irresponsible or unresponsive by Columbia County or Columbia County staff.
3. All Proposals submitted become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation process.
4. Requirements and conditions of employment and contracting to be observed for compliance with Conflict of Interest and Lobbying regulations apply to this project.
Refer to **Exhibit I** attachments for the CDBG project requirements.
5. All activities for the project must comply with the CDBG program regulations and policies set forth in [24 CFR 570](#) and the State of Wisconsin CDBG Program *Implementation Handbook* referenced in **Exhibit I**.

Scope of Services & Deliverables

Columbia County, Wisconsin applied for federal funding from the Community Development Block Grant (CDBG) Program for the Southern Housing Region CDBG Housing Rehabilitation Program.

The County is expecting up to \$2,000,000 from the Wisconsin Department of Administration, Division of Energy, Housing and Community Resources to address housing in the following counties: Columbia, Dodge, Jefferson, Kenosha, Ozaukee, Racine, Rock, Sauk, Walworth and Washington. These funds are provided to the State of Wisconsin by the U.S. Department of Housing and Urban Development (HUD) and must be administered in compliance with all applicable state and federal regulations. These funds may be used for:

- Rehabilitation of owner-occupied housing units
- Rehabilitation renter-occupied housing units
- Homebuyer assistance
- Conversion of space (acquisition/demolition)

Administrative Services Required:

The selected person(s)/firm(s) will serve as and perform the functions of the Grant Administrator for a Community Development Block Grant, contingent upon award, including the following:

- Preparing and submitting CDBG contract and amendment documents, as applicable.
- Managing the CDBG Project records.
- Preparing and submitting applicable Environmental Record documents for the CDBG Project.
- Participating in Citizen Participation meeting(s).
- Completing compliance activities for CDBG Project acquisition/relocation compliance as applicable.
- Completing compliance activities for CDBG Project federal labor standards as applicable.
- Preparing and submitting CDBG reporting documents for the CDBG Project, including but may not be limited to Semi-Annual Reports, Single Audit Statements, Section 3 Reports, etc.
- Preparing and submitting CDBG monitoring documents and responding to monitoring requirements as applicable for the CDBG Project.
- Managing financial records for the CDBG Project and preparing and submitting CDBG requests for payment and related required documentation.
- Attending and participating in Columbia County Committee/Board meetings as necessary for the CDBG Project.
- Preparing and submitting the CDBG Project Completion Report and supporting documents.
- Complying with CDBG regulations and policies applicable to the Project.

Evaluation and Selection

Final selection of the grant administration provider will be based upon the maximum total points scored as set forth in the Rating System in **Exhibit IV**.

Columbia County reserves the right to negotiate a contract with the services provider selected to perform the professional services required.

Columbia County, Wisconsin reserves the right to reject any and all responses submitted. If you have any questions regarding this Request for Proposals, please contact:

Shonna Neary, CPA
Comptroller
accounting@columbiacountywi.gov
(608) 742-9645

EXHIBIT I

State and Federal Regulatory Requirements for CDBG-Assisted Projects

REFER TO EXHIBIT I ATTACHMENTS FOR:

1. POTENTIAL CONFLICT OF INTEREST DISCLOSURE
2. CONFLICT OF INTEREST CLAUSE
3. LOBBYING CERTIFICATION
4. DISCLOSURE OF LOBBYING ACTIVITIES

**THE CDBG ATTACHMENTS LISTED ABOVE ARE FROM THE CDBG IMPLEMENTATION HANDBOOK
AND HANDBOOK CHAPTER ATTACHMENTS ON THE
BUREAU OF COMMUNITY DEVELOPMENT WEBSITE AT:**

<https://energyandhousing.wi.gov/Pages/AgencyResources/CDBG-Implementation-Handbook.aspx>

Also refer to [24 CFR 570](#).

Division of Energy, Housing and Community Resources (DEHCR)

Community Development Block Grant – Potential Conflict of Interest Disclosure

POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Southern Housing Region 2024 CDBG Program
Columbia County, Wisconsin

Do you have family or business ties to any of the people listed below?

Yes

No

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

ELECTED OFFICIALS:

- Troy Ryan, County Board Member
- Donna M. Fowler, County Board Member
- Josiah Wynn, County Board Member
- Joe Harvestine, County Board Member
- Adam R. Field, County Board Member
- Tim Henney, County Board Member
- Rich Bailey, County Board Member
- Steven Rohrbeck, County Board Member
- Char Holtan, County Board Member
- Derek Granquist, County Board Member
- Andrew Fischer, County Board Member
- Steven Balsiger, County Board Member
- Brad Cook, County Board Member
- Liz Miller, County Board Member
- Andrew C. Kolberg, County Board Member
- Denise J. Brusveen, County Board Member
- David Faust, County Board Member
- James D. Stilson, County Board Member
- Keith F. Miller, County Board Member
- Darren W. Schroeder, County Board Member
- Henry A. St. Maurice, County Board Member
- Susan Schweitzer, County Board Member

Division of Energy, Housing and Community Resources (DEHCR)

Community Development Block Grant – Potential Conflict of Interest Disclosure

- Andrew Groves, County Board Member
- John A. Stevenson, County Board Member
- Tess Carr, County Board Member
- Tom Dunn, County Board Member
- Jeffrey A. Leckwee, County Board Member
- Douglas Richmond, County Board Member

COUNTY ADMINISTRATION, DEPARTMENT HEADS AND/OR LEGAL COUNSEL:

- Shonna Neary, Comptroller
- Sarah Parker, Office Manager
- Joseph Ruf III, Corporation Counsel
- Jessica Kath, Senior Staff Accountant

Description of Relationship(s):

Please Note: The name of any contractor with a potential conflict of interest will be disclosed at the RLF/Housing Committee meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).

Printed Name of Individual

Title

Signature

Name of Business/Firm/Company

Date Signed [MM/DD/YYYY]

**24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE
FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS**

Code of Federal Regulations Title 24 570.489(h) Program Administrative Requirements

(h) Conflict of interest: (1) *Applicability.* (i) *In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.*

(ii) *In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.*

(2) *Conflicts prohibited.* *Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.*

(3) *Persons covered.* *The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.*

(4) *Exceptions: Thresholds requirements.* *Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:*

(i) *A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and*

(ii) *An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.*

(5) *Factors to be considered for exceptions.* *In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:*

(i) *Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;*

(ii) *Whether an opportunity was provided for open competitive bidding or negotiation;*

(iii) *Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;*

(iv) *Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;*

(v) *Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;*

(vi) *Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and*

(vii) *Any other relevant considerations.*

Division of Energy, Housing and Community Resources

Lobbying Certification

GRANTEE/UGLG* NAME: Columbia County
DEHCR GRANT AGREEMENT #: _____

LOBBYING CERTIFICATION

FROM THE Municipality/UGLG*
 Contractor/Sub-Contractor
 Subrecipient
 Other (Specify entity type below):

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal 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 grant, 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 federal 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 sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Entity Completing This Form (i.e., UGLG / Company / Organization / Firm Name)*

Signature of the Chief Elected Official, Owner, or Chief Executive Officer

Title

Date Signed

Printed/Typed Name of the Chief Elected Official, Owner, or Chief Executive Officer

*UGLG: Unit of General Local Government

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

| | | |
|--|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known: | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) |

EXHIBIT II

Bid Proposal To Administer Southern Housing Region CDBG Housing Rehabilitation Program

Agency Name: _____ **Telephone:** _____

Mailing Address: _____

- 1. Please name designated CDBG Housing Program Administrator. This person will be responsible for managing the Southern housing region funds.**

First Name: _____ Last Name: _____

Title: _____ Agency: _____

- a. Please list the CDBG Contract # this person has directly managed within the past 5 (five) years.

 - b. Please list the dates of the CDBG Implementation Training this person has attended within the past 5 (five) years.

 - c. Please attach three letters of recommendation from CDBG Grantees.
 - d. Please attach their resume. The resume will not be considered in lieu of this information.
- 2. Overall cost of providing CDBG administrative services will not exceed \$_____ or _____% based on the amount of executed rehab projects. The estimated award of up to \$2,000,000 is contingent on funding from D.O.A. and may change. Any budget changes would require an amendment to the final administrative contract.**
- 3. Please include a comprehensive list of services and assign a specific person within your agency (or subcontractor) who will execute this service.**

| <i>Administrative Services</i> | <i>Name of Staff Member</i> | <i>Agency/Subcontractor</i> |
|--|-----------------------------|-----------------------------|
| Environmental Review (ER) Document Preparation (Tier I and II) | | |
| Program Outreach | | |
| Drafting Outreach Materials | | |

| <i>Administrative Services</i> | <i>Name of Staff Member</i> | <i>Agency/Subcontractor</i> |
|---|------------------------------------|------------------------------------|
| Distributing Outreach Materials to All Citizens in Jurisdiction | | |
| Participating in 2 nd Public Hearing | | |
| Participating in Housing Committee Meetings | | |
| Preparing Materials for Housing Committee | | |
| Meeting with the Homeowners in Person to Explain CDBG Process | | |
| Project Records Completion and Management | | |
| Application Intake | | |
| Drafting of Mortgages | | |
| Drafting Work Specifications | | |
| Mailing Bids to Contractors Designed by the Homeowner | | |
| Receiving and Opening the Bids from Contractors | | |
| Discuss the Bids with the Homeowner | | |
| Drafting Contracts Between Contractor and Homeowner | | |

| <i>Administrative Services</i> | <i>Name of Staff Member</i> | <i>Agency/Subcontractor</i> |
|--|------------------------------------|------------------------------------|
| Acquire Necessary Signatures on Payment Requests from the Homeowner and Contractor | | |
| Completion of Required Financial Forms | | |
| Labor Standards Compliance | | |
| Citizen Participation | | |
| Payments to Contractors | | |
| Payment for Required Legal Work | | |
| Completing Required Reports (Quarterly Accomplishments Report, Semi-Annual Labor Standards Report, Section 3, MBE/WBE, Single Audit Statement, etc.) | | |
| Complete Fair Housing Activities as Required | | |
| Other: _____ _____ _____ | _____ _____ _____ | _____ _____ _____ |

4. CDBG eligible delivery costs may be included in the homeowner's loan. They will be charged to the CDBG project budget. List your delivery costs. If delivery cost will change within service area, please list them for each county separately. Attach another sheet, if necessary.

| <i>Service name, such as initial HQS Evaluation, Final HQS Evaluation, LBP Fees, etc.</i> | <i>Cost Per Project</i> |
|---|-------------------------|
| | |
| | |
| | |
| | |

5. Identify Housing Quality Standard (HQS) Evaluator. This person(s) will be responsible to provide HQS Evaluation for the projects executed within the Southern housing region service area. If you plan to sub-contract these services with another agency, please list the agency name and a person responsible for the HQS Evaluations.

First Name: _____ Last Name: _____

Title: _____ Agency: _____

- a. Please list # of inspections this person has directly managed within the past 5 (five) years.

- b. Please list the dates of the CDBG Implementation Training this person has attended within the past 5 (five) years.

- c. Please attach three letters of recommendation.

6. Describe the intake process of the CDBG Housing Applications within the service area.

7. Identify the proposed location of housing administration office and hours of staffing. The site must be handicapped accessible.

8. Columbia County will execute the following administrative services. It is expected that administrative funds will be budgeted for these activities.

| <i>Service</i> |
|---|
| Coordinate and set up all committee meetings and county board communications. |
| Establish and maintain bank accounts used for these activities and write checks. |
| Sign draw documents. |
| Communicate, as necessary, with state personnel and the successful administrative agency. |
| Monitor projects and CDBG funds spent and remaining. |
| Other tasks, as needed, for the operation of this program. |

9. Columbia County is an Equal Opportunity Employer. Please help us comply by answering yes/no to the following questions:

| | YES | NO |
|---|------------|-----------|
| 51% or more of your business is owned by a Section 3 resident? *** | | |
| At least 30% of your full time employees include person that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents? *** | | |
| My agency is Certified Minority Business Enterprise (MBE)?**** | | |
| My agency is Certified Woman Business Enterprise (WBE)?**** | | |

*** *The definition of a Section 3 resident is:*

- 1) *a public housing resident; or*
- 2) *a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.*

**** *VERIFICATION – The Company hereby agrees to provide, upon request, documents verifying the information provided on this form.*

10. Insurance Coverage – Administrator’s insurance must be sufficient to cover audit disallowances, adjustments and fiscal penalties for any items under their responsibility.

I declare and affirm under penalty of prosecution for perjury that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status and bid proposal.

Signature of Business Owner or Authorized Representative:

EXHIBIT III

Minimum Qualifications

- A. The person(s)/firm(s) must have successfully provided Administrative Services for a minimum of 3-5 similar type projects. The person/firm may not be selected if there have been any unresolved issues relative to the services provided.
- B. The principal responsible for coordination of the Administrative Services must have a minimum 3-5 years of experience with this specific type of work.
- C. The principal responsible for provided Administrative Services must have a minimum of 3-5 years of experience with the CDBG Program **or** other federal/state funded programs or projects.
- D. The person(s)/firm(s) must submit references as to their professional qualifications from a minimum of two (2) previous clients for which the person(s)/firm(s) has/have performed work (include contact name, title, firm/organization/government name, email address, mailing address and telephone number).

EXHIBIT IV
ADMINISTRATIVE SERVICES
PROVIDER SELECTION CERTIFICATION
BY COLUMBIA COUNTY

ADMINISTRATIVE SERVICES PROJECT
 Columbia County, Wisconsin

TOTAL POINTS: 120

| CRITERIA | | POINTS AWARDED | | | | |
|----------|--|----------------|--------------------------|-------------------------|-------------------------|-------------------------|
| | | Max. Points | [Proposer /Firm Name] | [Proposer/Firm Name] | [Proposer/Firm Name] | [Proposer/Firm Name] |
| 1. | Project Coordinator's/Lead Person's Experience | 20 | | | | |
| 2. | Firm's Project Completion Background | 20 | | | | |
| 3. | References from Similar Projects | 20 | | | | |
| 4. | Responsiveness to Project/RFP Specifications | 20 | | | | |
| 5. | Firm's Familiarity with Community Needs | 10 | | | | |
| 6. | Cost Effectiveness | 10 | | | | |
| 7. | Budget | 10 | | | | |
| 8. | MBE/WBE/DBE Firm | 5 | | | | |
| 9. | Small Business Firm | 5 | | | | |
| | TOTAL POINTS: | | | | | |

Signed Upon Completion of Proposal Review and Selection:

Certification: I hereby certify that the Columbia County, Wisconsin selection committee reviewed all proposals from eligible responders/submitters of proposals. The proposals were evaluated and ranked based on the information provided in the proposal documents and the criteria set forth above.

 County Board Chair
 Columbia County

Date _____

The Columbia County RLF/Housing Committee will award the contract.

Columbia County
Terms and Conditions for Service Contracts

1. **References to Parties.** The term “Provider” refers to the entity or individual providing services to Columbia County. All references to “Columbia County” or to the “County” are to Columbia County, Wisconsin.
2. **Nondiscrimination/Affirmative Action.** The Provider agrees to act, in accordance with applicable State and Federal law, to not discriminate against any person, including but not limited to an applicant or recipient of services or 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, conviction record, military participation or membership in the national guard, military participation in the state defense force or any other reserve component of the military forces of the United States, or political beliefs. As may be applicable to the underlying Agreement and consistent with the law, the Provider shall use reasonable efforts to develop a balanced workforce proportional to the percentage of minorities and women in the relevant workforce. The Provider shall provide a harassment-free work environment. Upon request, evidence of compliance with this section will be made available.
3. **Professional and Safety Requirements.** The Provider shall fully comply with the safety requirements set forth by the Wisconsin Department of Safety and Professional Standards, OSHA, Wisconsin Department of Transportation, and as otherwise applicable to the Provider’s profession(s), role(s), and duty(s) under the parties’ Agreement; and the Provider shall be responsible for training its own employees on such requirements. The parties 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 a contract and which in any manner affect the work or its conduct.
4. **Permits.** As is applicable, any party providing a service under this Agreement shall obtain and maintain all State, Federal, and local permits required for the performance of that service. A copy of such permit(s) shall be provided to the other party upon request.
5. **Quality of Services.** Services provided under this Agreement shall be of good quality and consistent with appropriate and accepted industry standards. To the degree applicable, services shall also meet those requirements as set forth in State, Federal, and local law. All staff performing services under this Agreement shall have sufficient training, knowledge, and expertise to perform the agreed upon services and that they meet all of the applicable licensing and certification requirements. A background check(s) may be required for those Provider staff having particular access to sensitive County technology, confidential information, and/or potentially vulnerable populations. All vendors shall not be and shall certify that they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal government.
6. **Efficiency.** The parties shall commence, carry on, and complete obligations under this Agreement with deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws.
7. **Indemnification.** The Provider shall indemnify, hold harmless and defend Columbia County, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, claims, losses (including, but not limited to, property damage or loss, bodily injury

and loss of life), damages, costs or expenses (including, but not limited to, court costs, as well as fees and charges of attorney(s)) which Columbia County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of this Agreement and shall apply to any and all liability, claims, losses, damages, costs or expenses. Columbia County reserves the right, but not the obligation, to participate in defense without relieving the Provider of any obligation. These provisions shall survive the expiration or termination of this Agreement.

8. **Insurance.** In order to secure the parties' obligations under Paragraph 6, the Provider shall procure and maintain general liability insurance sufficient to cover the potential risks of the project. At a minimum, the Provider shall secure and maintain the following insurance:
- a. Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;
 - b. Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;
 - c. Comprehensive General Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident; and
 - d. Commercial General Liability of \$2,000,000 for general aggregate including product and \$1,000,000 for each occurrence.

The Provider shall add Columbia County, its officers, agents and employees and additional insurers under the Commercial, General, and Automobile policies. Upon the request of the other, each party shall provide a copy of its certificate of insurance to the requesting party. Nothing within this provision shall be construed to waive any defense or statutory right available to either party.

9. **Public Records.** Each party shall maintain all records subject to a valid and appropriate public records request in accordance with applicable law. Unless otherwise provided by law, each party shall maintain all records for at least a period of seven (7) years. Nothing within this provision shall waive any right the party may have in rejecting all or part of a public records request. However, should it occur, the Provider shall provide timely notice of any restricted, redacted, limited, or denied public record(s) response made. In case of controversy or litigation, and without waiver of any right herein, Columbia County retains the right to participate in such.
10. **Assignment.** Neither party may assign its duties or rights to a third party without the written consent of the other party.
11. **Subcontracting.** Neither party may subcontract, sell, transfer, or otherwise dispose of any portion of the contract without the prior written consent of the other party. No subcontractor shall, under any circumstance, relieve either party of its obligations under this contract.
12. **Proprietary Information.**
- a. Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in the response to a request will become County property. Columbia County will work with vendors to meet their confidentiality requirements provided they are within reason. All such proprietary/confidential materials must be clearly marked as such. Pricing will not be held confidential after the award of contract.

- b. Data contained in a bid, all documentation provided therein, and innovations developed as a result of contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of Columbia County.
- c. All proprietary information will be handled in accordance with the law, specifically including Wis. Stat. ch. 19, subchapter II, known as the Wisconsin Public Records Law. The Provider shall be expected to defend its determination(s) in the event of litigation or controversy.

13. **Confidentiality.** As may be applicable to this Agreement, each party shall secure and protect confidential information from any party not allowed access to such information. Additionally,

- a. In connection with the performance of the work prescribed in this Agreement, it may be necessary for Columbia County to disclose to the Provider certain information that is confidential and / or proprietary. The Provider shall not use such for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Provider shall hold all such information in confidence and shall not disclose it to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such information and in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.
- b. The Provider shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of this information while in its possession or control including transportation, whether physically or electronically.
- c. The Provider and its employees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.
- d. The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Provider or its agents, employees, successors, assigns, subcontractor, or any party claiming an interest in this Agreement on behalf of or under the rights of the Provider following any termination.
- e. The Provider shall advise all of their agents, employees, successors, assigns of the restrictions, present and continuing, set forth herein. The Provider shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by the Provider, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

14. **Cancellation.** Columbia County reserves the right to terminate any contract in whole or part without penalty due to non-appropriation of funds or failure of vendor/contractor to comply with terms, conditions, performance, and specifications of a contract.

15. **Force Majeure.** Neither party shall be in default by reason of any failure in performance of a contract in accordance within reasonable control and without fault or negligence on its party. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, loss of funding, fires, floods, epidemics or pandemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

16. **Choice of Laws and Venue.** This contract shall be governed by the law of the State of Wisconsin; and the venue for any legal action between the parties shall be Columbia County, or if applicable, the United States District Court for the Western District of Wisconsin.
17. **Change in Law.** The parties recognize that this Agreement is at all times subject to applicable Federal, State, and local laws. The parties further recognize that this Agreement may become subject to amendments in such laws and regulations due to new legislation or by judicial decision. Such changes shall be fully incorporated into the terms of the parties' Agreement. Any provisions of law that invalidates, or becomes inconsistent with, the material terms and conditions of the parties' Agreement or that would cause one or both of the parties to be in violation of law shall be deemed to have superseded the terms of this Agreement; and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s).
18. **Severability.** If any provision of this agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this agreement shall remain operative and binding on the parties.
19. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties. Any prior agreement, promise, negotiation, or representation, whether oral or written, not expressly set forth within this Agreement shall have no force or effect.
20. **Taxes.** Columbia County and its departments are exempt from the payment of all Federal, Wisconsin, and local taxes on its purchases except Wisconsin excise or occupation tax on its purchase of motor vehicle fuel.
21. **Independent Contractor.** No employee-employer relationship is created by this agreement on behalf of either party. Both parties are independent from each other and their relationship is contractual in nature. Each party's employees, officers, and agents shall be under the sole and exclusive direction and control of that party. Both parties understand and agree that (i) Columbia County will not withhold from the Provider, any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body relating to the Provider, (ii) the Provider shall be solely responsible for providing its own worker's compensation insurance, and (iii) all of such payments as may be required by law are the sole responsibility of the Provider. In the event the Internal Revenue Service or Wisconsin Department of Revenue should question the independent contractor status of the Provider, the parties hereto mutually agree that both Columbia County and the Provider shall have the right to participate in any discussion, negotiation or resolution occurring with the Internal Revenue Service or Wisconsin Department of Revenue, regardless of with whom such discussions or negotiations are initiated.
22. **Legal Status.** The Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and that the person executing this Agreement on its behalf is authorized to do so.
23. **Personnel.** Each shall secure, at its own expense, all personnel necessary to carry out the party's obligations under this Agreement.
24. **Use of Titles and Headings.** Titles and headings herein are inserted for convenience only and shall not affect the construction of these terms and conditions.