



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

Dane County Board of Supervisors

RFP NUMBER

#114126

RFP TITLE

Racial Equity Analysis of Dane County Government

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a Racial Equity Analysis of Dane County Government.

**DEADLINE FOR
RFP SUBMISSIONS**

2:00 P.M. Central Time

January 9, 2015

LATE, FAXED OR UNSIGNED PROPOSALS 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 (4) copies of your technical proposal**
- Submit one original and (1) copy of your cost proposal**
- Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD**

**DIRECT ALL
INQUIRIES TO**

NAME Carolyn A. Ninedorf

TITLE Purchasing Agent

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WEB SITE www.danepurchasing.com

DATE RFP ISSUED: December 3, 2014

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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 a Racial Equity Analysis of Dane County Government.

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

The contract resulting from this RFP will be administered by Dane County, Office of the Dane County Board of Supervisors.

The Dane County Board of Supervisors is the 37-member elected legislative body for the County of Dane. Its officers, elected by the Board for 2-year terms, include a Chair, two vice-chairs, and two sergeants-at-arms. The County Board Chair has overall responsibility for coordinating the activities of the Board. In addition, day-to-day management of the Board's activities is carried out through the Office of the County Board, which has two professional staff and one support staff reporting to the Board Chair. Funding for contracted program review services has been appropriated to this office. The Board's staff provide budget management, policy analysis, sustainability coordination, and legislative management and research services.

The County Board's Executive Committee provides oversight for the Office of the County Board and for contracted program review and management auditing activities. The Executive Committee has approved this program review topic.

The contract administrator will be Lisa MacKinnon.

This Request for Proposals (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 Dane County Board of Supervisors is soliciting proposals from interested firms and/or individuals to conduct an evaluation of Dane County Government from a racial equity perspective and to provide a strategic plan to support the work of the Dane County Racial Equity and Social Justice Initiative Staff Team and the Strategic Leadership Team on Racial Equity. The Racial Equity and Social Justice Initiative Staff Team is made up of representatives from all departments and its work is focused on four key areas: (1) Equity in county operations; (2) Equity in county infrastructure; (3) Equity in county budget, policy

and programs; (4) Equity in county communication. The Racial Equity and Social Justice Initiative Staff Team is broken into four action teams: (1) Assessments and Tools; (2) Data; (3) Training; (4) Community, City, County Communications. The Strategic Leadership Team on Racial Equity is made up of leaders within County government, including representatives from the County Board of Supervisors, the County Executive's Office, Public Health of Madison/Dane County, Department of Administration, Office of Equal Opportunity, and the Department of Human Services.

1.2.2 Objectives

The objective of contracting for these services is to:

- 1) Provide an unbiased, independent evaluation of county government operations, programs, and policies through a racial equity lens—specifically through selected nationally recognized racial equity indicators (see (1) below)—in order to inform the work of the Dane County Racial Equity and Social Justice Initiative Staff Team and assist the County Board in carrying out its general oversight responsibilities for county government operations and investment.
- 2) Provide specific recommendations for immediate, high-impact changes the county could implement, as well as longer term, higher resource recommendations.
- 3) Provide information regarding data needs and next steps.

Specifically, a review of county government from a perspective of racial equity should address the following and provide a checklist of tangible items to work on:

- 1) Identify 3–5 critical racial equity indicators developed through national research that county government is positioned to influence (e.g., workforce equity, County contracting, community engagement, etc.). Indicate in the proposal why these key racial equity indicators were selected. Identify and recommend specific opportunities for County and departmental action.
- 2) Create benchmarks and goals with which to measure progress on both County and individual department actions.
- 3) Identify data needs and approaches for departments to meet those needs.
- 4) Identify and make recommendations to improve racial equity, including strategies, timeline, resource needs, and national best practices regarding critical racial equity indicators.

Recommendations should include:

- a. Immediate “low hanging fruit” that are easy wins for operation approaches.
- b. Longer term strategies that may require more concerted efforts.

- c. Prioritization of recommendations for change that would have the greatest impact on improving racial equity in county government operations, both in the short term and longer term.

1.2.3 Scope of Services to be Provided

This review will focus on racial equity issues across all Dane County Government operations, programs, and policies to address the issues identified in Section 4.6.

The project scope should be limited to internal county operations, policies, and processes. The selected individual or firm will be expected to effectively research the identified issues and facilitate any focus groups, interviews, surveys, and stakeholder meetings that will be conducted or convened to address the common themes, issues, questions, and concerns identified regarding racial equity. The internal County government groups the selected individual or firm will interact with include: (1) The Racial Equity and Social Justice Initiative Staff Team; (2) The Strategic Leadership Team on Racial Equity; (3) The County Executive; (4) Select County Board chair and supervisors; (5) Department heads as well as some department frontline staff (this includes 19 departments and 6 additional constitutional officers who serve as department heads). We anticipate that one approach might employ initial background interviews of county leaders relative to the 3–5 critical racial equity indicators identified by the vendor, and an initial survey of the groups identified above, followed by a couple of focus groups and follow-up interviews of select individuals. With respect to the departments we anticipate one initial large group kickoff meeting with all department heads and leadership to describe the project process and answer questions, and then additional individual meetings with personnel from 5 of the large departments. An additional follow-up group meeting with smaller departments might also be necessary.

The selected individual or firm will be expected to provide a report that addresses all issues identified in Section 4.6.

Services to be provided by the successful proposer will include: Data collection and analysis; interviewing County staff and other stakeholders; meeting planning and facilitation; review of records, reports, and other information as appropriate; review and analysis—per selected racial equity indicators—of Dane County policies, procedures, and programs as they affect racial equity; review and analysis of relevant County goals and outcomes and County success in achieving goals for racial equity; periodic status reports to the Office of the County Board and the Strategic Leadership Team on Racial Equity; production of a final written report; and a presentation

of findings and recommendations at the completion of the project.

1.2.4 Current Operations

Dane County, Wisconsin is often cited as one of the best places to live in the United States. However, the County also has some of the highest racial disparities of all counties in the nation. In the fall of 2013, the “*Race to Equity*” report from the Wisconsin Council on Children and Families detailed the sobering reality facing African Americans in Dane County <http://racetoequity.net/dev/wp-content/uploads/WCCF-R2E-Report.pdf>. Across eight different categories, inequities exist at every age and in every aspect of life, including: economic well-being, family structure, education, child welfare, juvenile justice, health, housing, and the adult criminal justice system.

County government provides services "from A to Z"—from the Airport to the Zoo. The County Executive’s Office, 19 County departments, and 6 Elected Offices address the full range of community needs. The County is the governmental body responsible for many local services, from human services, to highway maintenance, to public safety and criminal justice.

Since 2007, Dane County has been addressing racial disparities in the criminal justice system for all communities of color. More recently, the County has initiated several programs to help address these inequities, including:

- Established the Early Childhood Zone to help kids and their families have a successful start in life and integrate human services with school services.
- Added capacity to Operation Fresh Start to allow for greater program participation.
- Created a full-time Equity Coordinator/Program Analyst position in the County Board Office to address inequities across county government and in the community, which includes staffing the Criminal Justice Council, its Racial Disparities Subcommittee, and the Poverty Commission.
- Established the Racial Disparities subcommittee of the Criminal Justice Council.
- Establishing a pilot Community Restorative Court in a selected neighborhood that uses neighborhood resources to resolve potential misdemeanors before charging, and lessens involvement in the criminal justice system while increasing the community well-being.
- Developing the “Big Step” apprenticeship program to train low-

income and disadvantaged persons for jobs in the building trades.

In April, 2014, the Dane County Board of Supervisors approved a resolution establishing a Racial Equity and Social Justice Staff Team to expand its efforts to uncover and address the sources of inequities. The team began its work in August, focusing on each department's role in addressing racial equity in everyday operations. The duties of the committee include:

1. Address the root causes of racial inequity over the next 1, 3 and 5 years through development of a strategic action plan for county government.
2. Enhance equity via effective and active engagement of the communities that are impacted by county policies. Engaging residents and forging partnerships toward equity in all decision making.
3. Analyze and highlight the inequities in Dane County:
 - collect and summarize key indicators in multiple sectors, using the Race to Equity report as a starting point;
 - share information with the County Board, County Executive's office, County agencies, and the public
 - work with the existing efforts to coordinate data and to focus those efforts on equity indicators
4. Develop and implement an equity impact model to inform policies and practices that consider equity impacts in county government plans and decisions.
5. Determine how the services provided by each department might have an impact on equity.

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 website at www.danepurchasing.com

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

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

1.6 Calendar of Events

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

DATE	EVENT
December 3, 2014	Date of issue of the RFP
December 29, 2014	Last day for submitting written inquiries (2:00 p.m. Central Time)
December 30, 2014	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
January 9, 2015	Proposals due from vendors
Early February 2015	Interviews of invited vendors in person or via videoconference, if needed
February 2015	Notification of intent to award sent to vendors
March 2015	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.

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 WI Relay (711).

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal 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, 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 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 organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)
 - Organizational qualifications
 - Staff qualifications and Facilities
 - References
- Response to technical requirements (See Section 4 of this RFP)
- Cost proposal (See Section 5 of this RFP)
- Required forms (See Section 7 of this RFP)
 - Attachment A Signature Affidavit
 - Attachment B Vendor Registration Certification
 - Attachment C Reference Data Sheet
 - Attachment D Designation of Confidential and Proprietary Information
 - Attachment E Fair Labor Practices Certification
 - Attachment F Vendor Data Sheet
 - Attachment G Cost/ Financial Proposal
- Appendices (Additional Information the proposer submits)

2.8 Multiple Proposals

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

2.9 Oral Presentations and Site Visits

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

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if 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:

	<u>Description</u>	<u>Percent</u>
1.	General requirements	80
	a. Staff Qualifications (Section 4.2)	20
	b. Statement of Qualifications (Section 4.4)	25
	c. Timeline (Section 4.5)	5
	d. Project approach (Section 4.6)	30
2.	Cost	<u>20</u>
	TOTAL	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.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

Provide a one page letter of interest in the project.

4.2 Staff Qualifications

Provide a resume or CV describing the educational and work experiences for all individuals who would be assigned to the project.

4.3 Proposer References

Proposers must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed.

4.4 Statement of Qualifications

The proposer shall include a narrative and examples to describe experience in each of the following areas:

1. Knowledge of and experience with current and emerging racial and social equity issues, policies, and practices from the local to national levels.
2. Experience evaluating the effectiveness of organizational programs and processes, policies, operations, and budgeting.
3. Knowledge of national standards and best practices, especially those relating to racial equity in the government and community settings.
4. Experience developing and recommending effective strategies, policies, and procedures, and evaluating the comparative efficiency and cost-effectiveness of recommendations made based on the program review. Provide examples of experience developing and recommending effective strategies for improving agency or program management, procedures, policies, and outcomes, particularly as they have affected racial equity outcomes.
5. Demonstrated multicultural competence—the awareness, knowledge, and skills needed to work with others who are culturally different from one's self in meaningful, relevant, and productive ways.

4.5 Timeline

The County desires to consider and assess the results of this analysis prior to its 2016 budget development process. The successful proposer will be able to commit to this timeline to deliver the project goals, address all specific issues outlined for the program review in the Project Approach (Sec. 4.6), and produce satisfactory deliverables on time.

Include a timeline for project completion that incorporates the following required milestones (including any “blackout dates” where meetings cannot be scheduled). Regular communication of progress on these timeline items with the County Board Office is expected, explain how this communication will occur.

March 2015 Anticipated contract start date

Late March 2015

- Convene and facilitate an introductory meeting for the group of stakeholders to introduce the contractor and outline the racial equity analysis scope and process, as well as introduce critical racial equity indicators developed through national research
- Develop understanding of racial equity issues in County operations through interviews, surveys, and focus groups with stakeholders, as well as other information gathering
- Gather input from identified stakeholders (e.g., department heads and selected department staff, County Board supervisors, members of the Racial Equity and Social Justice Initiative team, and members of the Strategic Leadership Team on Racial Equity), and identify common themes, issues, questions, and concerns regarding racial equity in County government

April 2015

- Research and analysis of the common themes, issues, questions, and concerns identified through interviews, surveys, and focus groups with stakeholders, as well as other information gathering, conducted by the contractor
- Research and development of recommendations regarding critical racial equity indicators the County is positioned to influence and specific opportunities for County and departmental action
- Research and development of recommendations regarding data needs and approaches for departments to meet those needs
- Research and development of recommendations regarding benchmark and goals on which to track recommended County and departmental

actions

May 2015

- Convene and facilitate a meeting of the Strategic Leadership Team on Racial Equity to brief the group on the preliminary common themes, issues, questions, and concerns identified, preliminary research findings, and to hear input from stakeholders
- Convene a meeting with the County Board Chair and selected supervisors to brief them separately on the project status
- Research and analysis of additional common themes, issues, and concerns identified and additional issues raised at the meeting with the Strategic Leadership Team on Racial Equity

June 2015

- Gather additional follow-up input from stakeholders based on specific recommendations and strategies identified. (**Note:** Some stakeholders might be more comfortable providing additional input and response in a non-group setting. The contractor should plan opportunities for this to occur and make the stakeholders aware of how to do this.)
- Finalize recommendations to improve racial equity that include strategies, timeline, and resource needs
- Convene and facilitate a final meeting of the Strategic Leadership Team on Racial Equity to brief the group on the recommendations
- Convene a meeting with the County Board Chair and selected supervisors to brief them on the recommendations

July 3, 2015

Draft report and recommendations submitted to the County Board Office for review by staff and other identified stakeholders

August 3, 2015

Final Report Due to County Board Office

August 13, 2015

Presentation of final report and recommendations to County Board committee(s) and invited stakeholders

4.6 Project Approach

Include a narrative explaining the proposer's project approach. The proposer's approach to this project should include the following elements:

1. Maintain open and regular communications regarding project status with the Office of the County Board throughout the course of the project.

2. Gather input from county departments, staff, and other stakeholders to identify common themes, issues, questions, and concerns regarding racial equity.
3. Research and analyze all relevant information to address and make recommendations on common themes, issues, questions, and concerns regarding equity identified in stakeholder interviews conducted by the contractor, as well as various issues identified via other research.
4. As a part of addressing the issues listed above, we expect the proposer to do the following:
 - a. Review the current relevant department operations, policies, and practices as they relate to racial equity—specifically per selected nationally recognized racial equity indicators.
 - b. Conduct interviews, focus groups, and/or surveys to gather information from the stakeholders.
 - c. Identify common themes, issues, questions, and concerns regarding racial equity identified in the staff interviews, focus groups, and/or surveys for further analysis.
 - d. Identify strengths and weaknesses of the current County operations, policies, etc. with respect to racial equity.
 - e. Identify national best practices for racial equity in government.
 - f. Identify and make recommendations regarding 3 – 5 critical racial equity indicators developed through national research that county government is positioned to influence (e.g., workforce equity, County contracting, community engagement, etc.) and delineate why these indicators were selected. Identify and recommend specific opportunities for County and departmental action.
 - g. Identify and discuss what is necessary (e.g., funding, infrastructure, data, etc.) to implement various recommended options, and which recommendations will need further study.

Note: While the project scope will be limited to internal county operations, policies, and processes, consumer engagement and interaction is critical to county operations. Therefore, the successful vendor will include a recommendation for future consumer/community engagement utilizing national best practices to further clarify racial equity barriers to County work. The County anticipates it would initiate outreach to consumers after this internal a-z equity analysis is completed.

5. Interview department heads and selected department staff, County Board supervisors, members of the Racial Equity and Social Justice Initiative team, and members of the Strategic Leadership Team on Racial Equity to inform research on the identified issues.

Note: The consultant shall indicate the process they will use for gathering data from departments as well as for scheduling and conducting interviews, focus groups, and surveys with the selected stakeholders.

6. Plan for, convene, and facilitate up to three meetings with the Strategic Leadership Team on Racial Equity and other identified stakeholders to provide an opportunity for these stakeholders to have the identified issues and options addressed in a formal, facilitated setting where they can all be present to hear, consider, and provide feedback on the information presented by the facilitator.

Note: We anticipate this group will include the Strategic Leadership Team on Racial Equity, as well as additional stakeholders, such as department heads, at the first meeting. Depending on location of the consultant, there might be a possibility to conduct these meetings remotely via videoconference.

7. Provide a separate briefing to the County Board Chair and selected supervisors.
8. Produce a Draft and Final Report that presents all findings, makes recommendations regarding strategies for achieving racial equity in county government, and outlines what will be needed to successfully implement the recommendations.

5.0 COST PROPOSAL

5.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the **cover page of the RFP** (Special Instructions).

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. (Refer to Cost Proposal Form)

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

5.2 Format for Submitting Cost Proposals

Submit the Cost Proposal form, Attachment G.

1. Itemized costs for all services proposed in the RFP must be identified including allocation for meetings and all personnel billing rates.
2. Unit reimbursement rates for any additional services must be identified.
3. Any items to be billed to Dane County must be specifically identified.
4. Proposals shall provide a “not to exceed” budget figure. This figure must be all-inclusive, with reimbursable expenses and all costs of service.

5.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 90 days starting on the due date for proposals.

6.0 SPECIAL CONTRACT TERMS AND CONDITIONS

6.1 Payment Requirements

The successful vendor will be paid monthly for actual hours worked based upon invoices submitted.

6.2 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 2015 is \$11.47. 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.

6.3 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

6.4 Local Purchasing Provision

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score and vendors located within the counties adjacent

to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

6.5 Dane County Sustainability Principles

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

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

7.0 REQUIRED FORMS

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

Attachment A	Signature Affidavit
Attachment B	Vendor Registration Certification
Attachment C	Reference Data Sheet
Attachment D	Designation of Confidential and Proprietary Information
Attachment E	Fair Labor Practices Certification
Attachment F	Vendor Data Sheet
Attachment G	Cost/ Financial Proposal

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

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

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

Signature

Title

Name (type or print

Date

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

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

VENDOR REGISTRATION CERTIFICATION

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

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

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

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

CERTIFICATION

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

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

Vendor Number # _____

Paid until _____

Date Signed: _____

Officer or Authorized Agent

Business Name

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

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

Check mark: This firm is not designating any information as proprietary and confidential that qualifies as a 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 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.

VENDOR DATA SHEET

1. Proposing Company Name

Telephone _____ Toll Free Telephone _____ Fax _____
Address: _____
City: _____ State: _____ Zip + Four: _____

2. Contact Person in the event there are questions about your proposal

Name: _____ Title: _____
Telephone: _____ Toll Free Telephone: _____
Address: _____
City: _____ State: _____ Zip + Four: _____

3. Mailing address where County purchase orders/contracts are to be mailed and person the Department can contact concerning orders.

Name: _____ Title: _____
Telephone: _____ Toll Free Telephone: _____
Address: _____
City: _____ State: _____ Zip + Four: _____

****PLEASE NOTE: This address will be used to determine local purchasing preference, if applicable.**

COST / FINANCIAL PROPOSAL	
NAME OF FIRM:	

See section 5.2 for a detailed description of the components of the cost proposal.

\$_____ “not to exceed” cost
This figure must be all-inclusive, with reimbursable expenses and all costs of service.

**Provide itemized costs for all services proposed in the RFP including allocation for meetings, all personnel billing rates and travel expenses.
(Use additional pages as needed.)**

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed

as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

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

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

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

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

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

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

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days

of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

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

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

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

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

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

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

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

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

20.0 INDEMNIFICATION & INSURANCE.

20.1. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be

required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

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

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

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

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

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

20.2.5. Umbrella or Excess Liability. PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto

Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

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

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

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

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane

County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

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

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

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

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

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

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

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

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to

the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

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

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

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

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

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

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

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