



REQUEST FOR PROPOSAL (RFP)

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

RFP NUMBER	119022
RFP TITLE	Banking Services
RFP DEADLINE	<p>June 28, 2019 2:00 p.m. (CST)</p> <p>Late proposals, faxed proposals, electronic mail proposals or unsigned proposals will be rejected.</p>
SUBMIT PROPOSAL TO THIS ADDRESS	<p>CITY COUNTY BUILDING DANE COUNTY PURCHASING DIVISION 210 MARTIN LUTHER KING JR BLVD ROOM 425 MADISON, WI 53703-3345</p>
DIRECT ALL INQUIRES TO	NAME Carolyn A. Clow
	TITLE Purchasing Agent
	PHONE # 608/266-4966
	EMAIL Clow.carolyn@countyofdane.com
	WEB SITE www.danepurchasing.com
DATE ISSUED: May 24, 2019	

PROPOSAL SUBMISSION CHECKLIST

# of Proposals	Proposal Delivery
<input type="checkbox"/> (1) original <input type="checkbox"/> (5) copies <input type="checkbox"/> (1) electronic copy of your proposal and cost proposal in PDF format on a flash drive <input type="checkbox"/> Cost proposal original and one copy in a separate envelope per Section 5.1. <input type="checkbox"/> Up-to-date Vendor Registration	<input type="checkbox"/> Sealed envelope/package containing proposals and labeled with: Vendor Name Bid Number Bid Deadline Date/Time

PROPOSALS MUST BE DATE/TIME STAMPED BY A DANE COUNTY DEPARTMENT OF ADMINISTRATION STAFF MEMBER

1.0 GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Clarification of the Specifications
- 1.3 Reasonable Accommodations
- 1.4 Addendums and/or Revisions
- 1.5 Calendar of Events
- 1.6 Contract Term and Funding
- 1.7 Submittal Instructions
- 1.8 Multiple Proposals
- 1.9 Required Copies
- 1.10 Proposal Organization and Format
- 1.11 Proprietary Information
- 1.12 Cooperative Purchasing
- 1.13 Vendor Registration
- 1.14 Local Purchasing Ordinance
- 1.15 Dane County Sustainability Principles
- 1.16 Fair Labor Practice Certification

2.0 PROPOSAL SELECTION AND AWARD PROCESS

- 2.1 Preliminary Evaluation
- 2.2 Proposal Scoring
- 2.3 Oral Presentations/Interview
- 2.4 Right to Reject Proposals and Negotiate Contract Terms
- 2.5 Evaluation Criteria
- 2.6 Award and Final Offers
- 2.7 Notification of Intent to Award

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

- 3.1 Definitions and Links
- 3.2 Scope of Services/Specification Overview
- 3.3 Current Operations
- 3.4 Overview of Technical Requirements
- 3.5 Deposit Accounts – Treasurer
- 3.6 Deposit Account – Clerk of Courts
- 3.7 Alliant Energy Center
- 3.8 Airport
- 3.9 Sheriff
- 3.10 Human Services
- 3.11 Land and Water
- 3.12 Other Department Accounts
- 3.13 Online Banking Services
- 3.14 System Administrator Selectin
- 3.15 Monthly Account Statements & Account Analysis
- 3.16 Direct Deposit of Payroll Checks
- 3.17 Dane County Accounts and Service Requirements
- 3.18 Merchant Accounts
- 3.19 Trust and Custody Services

4.0 PROPOSAL PREPARATION REQUIREMENTS

- 4.1 Required Form – Attachment A – Vendor Information
- 4.2 Table of Contents
- 4.3 Tab 1: Organization Capabilities
- 4.4 Tab 2: Staff Qualifications
- 4.5 Tab 3: Proposer References
- 4.6 Tab 4: Implementation Plan
- 4.7 Tab 5: Financial Information
- 4.8 Tab 6: Other Services
- 4.9 Tab 7: Mandatory Requirements
- 4.10 Tab 8: Funds Availability
- 4.11 Tab 9: Account Services
- 4.12 Tab 10: Current Forensic Software
- 4.13 Required Form – Attachment B – Designation of Confidential & Proprietary Information

5.0 COST PROPOSAL

- 5.1 General Instructions on Submitting Cost Proposals
- 5.2 Format for Submitting Cost Proposals
- 5.3 Fixed Price Period

6.0 REQUIRED FORMS – ATTACHMENTS

- 6.1 Attachment A – Vendor Information
- 6.2 Attachment B – Designation of Confidential & Proprietary Information
- 6.3 Attachment C – Cost Proposal

7.0 STANDARD TERMS AND CONDITIONS

Appendix #1: Account Requirements by Controlling Department

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

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 banking services for Dane County according to the specifications set forth within this document.

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

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

1.2 Clarification of the Specifications

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

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (Section 1.5).

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

Proposers are prohibited from communicating directly with any employee of Dane County regarding this RFP and process, 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.

1.3 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY).

1.4 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.

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 Vendor Information Page.

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

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

1.5 **Calendar of Events**

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

DATE	EVENT
May 24, 2019	RFP Issued
June 14, 2019	Last day to submit written inquiries (2:00 p.m. CST)
June 17, 2019	Addendums or supplements to the RFP posted on the Purchasing Division <u>website</u>
June 28, 2019	Proposals due (2:00 p.m. CST)
July 2019	Interviews (if needed)
August 2019	Vendor Selection/Award
October 1, 2019	Contract Start Date

1.6 **Contract Term and Funding**

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for five (5) year(s) from that date.

1.7 **Submittal Instructions**

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

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

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

1.8 **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.

1.9 **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.

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

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

1.10 Proposal Organization and Format

Proposals should be organized to comply with the section numbers and names as shown in Section 4.0: Proposal Preparation Requirements.

1.11 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Required Form – Attachment B “Designation of Confidential and Proprietary Information”. 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.

1.12 Cooperative Purchasing

Participating in cooperative purchasing gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (20), Wis. Stats.

On the Vendor Information page, you will have the opportunity to participate in allowing other municipalities to piggyback this bid. Participation is not mandatory. A vendor’s decision on participating in this service has no effect on awarding the bid.

Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

1.13 Vendor Registration Program:

All proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for solicitations issued by the County and provides the County with up-to-date company contact information.

Provide your Dane County Vendor # in the Vendor Information section of the proposal submission packet.

For Non-Registered Vendors:

Complete vendor registration by visiting www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete.

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

Check to make sure your vendor information including commodity codes is up-to-date by signing into your account at www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Vendor Log In.

1.14 **Local Purchasing Ordinance**

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

County ordinance provides that a local vendor automatically receive five points toward the evaluation score.

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

1.15 **Dane County Sustainability Principles**

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

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

1.16 **Fair Labor Practice Certification**

Dane County Ord. 25.09 (1) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years.

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

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.

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

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.0 PROPOSAL SELECTION AND AWARD PROCESS

2.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 1 and Section 4 are met. 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.

2.2 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.

2.3 Oral Presentations/Interview

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.

2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Proposal Requirements	Percent
Organizational capabilities, Staff Qualifications, and References (Sections 4.3 – 4.5)	5%
Implementation Plan (Section 4.6)	10%
Financial information (Sections 4.7)	10%
Deposit accounts – Treasurer (Section 3.5)	10%
Clerk of Courts, Alliant Energy Center, Airport, Sheriff, Human Services, Land and Water, Miscellaneous Accounts (Sections 3.6 – 3.12)	10%
Online Banking Services, System Administration Selection, Statements & Analysis, and Direct Deposit of Payroll Checks (Sections 3.13 – 3.16)	25%
Account Service Requirements & Merchant Accounts (Sections 3.17, 3.18)	10%
Trust & Custody Services (Section 3.19)	5%
Cost	Percent
Cost (Section 5)	15%
Total	100%

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.5 **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.

2.6 **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.

2.7 **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.

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

County: Dane County

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

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

Dane County Purchasing website: www.danepurchasing.com

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

3.2 Project Description

Dane County requires a variety of banking services for the many departments within the organization. This is a high volume account; therefore the quality and scope of services presented in the proposal will be the most important aspect in the selection of an institution to provide banking services. The needs of various departments may change throughout the term of the contract because of changes in the law or other service requirements. Dane County is looking for an institution that will be able to accommodate its current and future needs.

3.3 Current Operations

Dane County employs the services of a full-service banking partner with sufficient size and expertise to deliver collateralization and/or a letter of credit on deposits, business hour wire and ACH funds transfer, robust 24/7 security service, complete and customizable online banking, branch accommodation for all users, integration with federal and state vendors and grantors, international transaction capability with translation services, and investment and custody services. State of Wisconsin contract terms are extended to Dane County. The County relies on the contractors' membership in the Automated Clearing House system and contractors' Fedwire account with the Federal Reserve.

Various Dane County staff members interact with Contractor personnel in verbal, email and online formats. Readily available, knowledgeable Customer Service is key to the timely and accurate resolution of banking issues.

Dane County values local civic participation by vendors, and expects a banking partner to continue both the level and substance currently enjoyed by our constituents.

3.4 Overview of Technical Requirements

The County requires the services listed below. Proposers must include a narrative about how they can provide the services listed in each section below. Any exceptions to these services or changes in how the services would be provided must be clearly explained within the response for a particular section. In particular, the proposer must note any inability to provide services through an in-house facility. A correspondence banking relationship will not be considered for the purpose of fulfilling the requirements of this RFP.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

3.5 Deposit Accounts – Treasurer

The Dane County Treasurer makes daily deposits to its General Fund (lead) account. The Treasurer is in the process of purchasing an electronic deposit system for check deposits. A digital deposit tape will be transmitted electronically with the checks, and one will be retained by the County. Deposits received by 4:00pm CST should receive same-day credit. The County and the contracted institution will work out the details of the electronic deposit. Please provide more information on your existing process and services in this area.

All County deposits must be credited at face value. All deposit corrections must be shown in daily online current day and previous day ledger statements. An online transaction search must provide an image of the front and back of the check and information about the total of the deposit affected.

The Contractor must provide online access to a daily Demand Deposit Account (DDA) statement that can be viewed, downloaded and saved or printed. The documents should be available in the system for a minimum of 90 days.

All deposits must be made to the same vault location in time to obtain same-day ledger credit. County will assume a collection schedule of immediate credit for items drawn on the Contractors' institution and the Federal Reserve schedule on the balance. A copy of the Contractors' Availability Schedule shall be included in the proposal response.

The Dane County Payroll account is a Zero Balance Account (ZBA) with the General Fund lead account. All ZBAs will operate automatically without initiation from the County. At the end of each workday, money shall automatically be transferred from the General Fund account to the Payroll account to cover checks cashed that day.

Deposit bags, deposit books, and checks for all accounts will be purchased by Dane County. Contractor shall provide cash straps and coin wrap when requested by the Treasurers' staff at no charge to the County.

Contractor must provide full account reconciliation on the General Fund and Payroll accounts.

The account reconciliation shall be received within 10 days after the end of the month. An electronic copy of the reports should be available to the County via the bank's website and should include the following statements:

- Descriptive Checks Paid
- Account Balance Summary
- Paid Item Errors
- Checks Paid W/O Registers
- Register Suspect Listing
- Descriptive Outstanding
- Void Listing
- Return Items
- Combined Paid & Outstanding
- Register Summary
- Register Summary Exceptions

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- Reg/Prev Cycled Checks
- Paid Summary by Date

If any changes are proposed to the reconciliation system, Dane County is to be notified at least three months prior to implementation. No hard copy of the reconciliation is required.

Upon online request of the Controller's Office, the contractor will place a stop payment order on designated checks. The stop payment order will remain in effect until the check becomes stale dated.

All Dane County checks that have been returned to the Contractor are to be included in the previous day/current day ledger report. In addition, the Transaction Search mechanism must include an image of the front and back of the check along with information about why the payment was returned. These checks are NOT to be re-deposited a second time.

Non-Dane County checks that have been returned due to non-sufficient funds or other clearing inability are to be included in the previous day/current day ledger report. In addition, the Transaction Search mechanism must include an image of the front and back of the check along with information about why the payment was returned. These checks are NOT to be re-deposited a second time.

The Treasurer may at various times request change in various denominations and amounts. Contractor will provide automated entry for these requests. Dane County's secure courier will pick-up and deliver the orders the next service day.

3.6 Deposit Account – Clerk of Courts

The Clerk of Courts Office has one daily deposit checking account, and a variable number of court-ordered conservator accounts. Court staff prepares a two-part deposit slip, sending the original with the deposit. All deposits must be made to the same vault location in time to obtain same-day ledger credit. The financial institution shall credit the account with the amount shown on the deposit slip.

All adjustment entries require a phone contact to the Clerk of Courts at 608-266-4626. All deposit corrections involving check entries require notice including, a copy of the front and back of the check attached to the debit or credit memo. Dane County requires a collection schedule of immediate credit for items drawn on the Contractors' institution and the Federal Reserve schedule on the balance.

The Clerk of Courts uses a positive pay system. Any check presented for payment that does not match is reported on a daily basis to the County for follow up. Dane County transmits check registers to the bank upon completion of check printing. Contractor must provide confirmation to Clerk of Courts immediately upon receipt of the check register with verification of the dollar amount and count.

Contractor will accommodate input to their system from check registers submitted weekly by the courts. This input will be used by the bank to produce a full reconciliation listing checks issued, paid, outstanding and exceptions by division. File maintenance is communicated to the bank by a computer generated check register.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

Upon online request, Contractor will place a stop payment order on designated checks.

At present, service fees are paid monthly on a per item basis from the court's expense account and should not be deducted from the checking account.

Cleared checks will be stored electronically (ie. CD) and sent to the Clerk of Courts at a minimum quarterly.

3.7 Alliant Energy Center (AEC)

All deposits are made to the General Fund account, normally on Mondays and Fridays, directly from the department. Two part deposit slips are used. One is sent to the bank with the deposit and the other is held at the Alliant Energy Center.

The AEC may at various times request change in various denominations and amounts. The Contractor will provide automated entry for these requests. Dane County's secure courier will pick-up and deliver the change orders on the next service day (generally Monday or Friday).

3.8 Airport

The Dane County Airport normally prepares bank deposits on Monday, Wednesday, and Friday each week. Two part deposit slips are used. One is sent to the bank with the deposit and the other is held at the Airport.

The Airport may at various times request change in various denominations and amounts. The Contractor will provide automated entry for these requests. Dane County's secure courier will pick-up and deliver the change orders on the next service day (generally Monday, Wednesday or Friday).

3.9 Sheriff (DCSO)

The Dane County Sheriff's Office uses a positive pay system for the Security Services account. Any check presented for payment that does not match is reported on a daily basis to the County for follow up. DCSO transmits check registers to the bank upon completion of check printing. Contractor must provide confirmation to department immediately upon receipt of the check register with verification of the dollar amount and count.

3.10 Human Services

The DCHS department has five checking accounts and a reserve account. Only one of these, Protective Payee, uses a bank prepared account reconciliation. Contractor shall provide a full reconciliation that includes the following statements:

- Descriptive Checks Paid
- Account Balance Summary
- Paid Item Errors
- Checks Paid W/O Registers
- Register Suspect Listing
- Descriptive Outstanding
- Void Listing
- Return Items

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- Combined Paid & Outstanding
- Register Summary
- Register Summary Exceptions
- Reg/Prev Cycled Checks
- Paid Summary by Date

In addition, the department receives the following electronic services from the contractor that interfaces with the County's payment processing system:

- Electronic file of automatic deposits from social security.
- The bank provided customized Automatic Clearing House (ACH) programming to create a report available daily that lists the federal and state social security received into the department's account. The report is produced the day of receipt of the payments and includes the customer social security number, the customer name as identified by the Social Security Administration, an effective date or posting date of the payments, the amount of deposit, description, account number, trace number, bank routing number and issuer name/ID.
- Electronic file of cleared checks (monthly).
- The bank receives an electronic positive pay new issues file from the department each night of checks issued.
- The department receives a confirmation of the issued check file each night.
- The bank provides a "Returns Report" that identifies electronic withdraw transactions and amounts from the account.

Online access to cleared checks and deposit information – Contractor shall provide a daily listing via electronic transmission of individuals whose social security checks have been ACH direct deposited.

All accounts require a monthly bank statement prepared by the Contractor.

DCHS will request the Contractor to place a stop payment order on designated checks. The department will provide an online request and Contractor provides a written transmittal confirmation.

Forged Checks – DCHS requires the Contractor to assist in these instances after a memo is sent to the Contractor along with supporting documentation (an Affidavit of Forged Endorsement form, a Handwriting Specimens for, 30 lines of the client's signature, a Document Section form and a statement from the client).

3.11 Land and Water

The Dane County Land and Water Department normally prepares daily bank deposits in the summer with decreased activity in the winter months, likely Monday, Wednesday, and Friday each week. Two part deposit slips are used. One is sent to the bank with the deposit and the other is held at the Department.

The Department may at various times request change in various denominations and amounts. The Contractor will provide automated entry for these requests. Dane

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

County's secure courier will pick-up and deliver the change orders on the next service day.

3.12 **Other Department Accounts**

All of the department accounts listed below require those services as shown and are included in this RFP. All accounts must be compatible with modification and/or additional services. Service charges will be assessed at the same rate as the lead account, unless there is a discount applicable for volume, quantity or frequency. The Contractor must provide an electronic account analysis to the Treasurer each month on each account, as well as a composite of all accounts. The assessment of cost will be based on the aggregate net service charge on all accounts rather than an individual basis. The net composite balance is to be credited to the Treasurer's account analysis to either add to or reduce the monthly balance due.

The current number of accounts may be expanded or reduced according to the needs of the County.

3.13 **Online Banking Services**

The Contractor will provide secure, real-time internet access to all accounts. Details regarding the bank's on-line access system must be included in your proposal. Access should offer the capability to view account balances; transaction summaries; transaction detail including debits, credits, checks, deposits and wires; initiate stop payments and void checks; search and view cleared checks; transfer funds between accounts; and provide historical data including search options for specific transactions.

The County must be able to initiate online wire transfers and ACH transactions with the added security of secure ID tokens. The contractor must not require intermediary banking assistance to accomplish these transactions.

Standard and custom report generating capabilities must be available and the proposal should include information on standard and ad-hoc reporting capabilities. The proposal must include a discussion of security features (i.e. login names, passwords, tokens, data encryption) included as part of the on-line account access system, as well as minimum system browser requirements for users of the online system. Other automated functions not performed through on-line access must be accessible by e-mail or fax, and a confirmation of receipt returned.

The banking institution must provide training on managing access to the online system for the County's designated system administrator(s).

Dane County requires the availability of the following on-line services through the bank's website. This list is not all-inclusive.

- Transaction search and reports of transactions from previous business day and earlier.
- Administration – user setup, security, password resets, system login
- Use of the software by multiple authorized Dane County personnel.
- Previous day ledger, available and float balance and detail viewing and reporting,
- Current day ledger, available and float balance and detail viewing and reporting,

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- Stop payment placement, verification and reporting,
- Item searching, especially but not limited to cleared checks, with imaging and print capabilities for at least 180 days of history,
- Wire transfer initiation, approval and reporting, with templates for repetitive use,
- Daily deposit pdf
- Report downloads to CSV compatible format
- Secure two-way messaging capability.
- Live demonstration and training of software capabilities
- Awarded Bank shall provide assistance with installation and troubleshooting to the County to assure its functionality for the intended purpose.
- Account Reconciliation items within ten business days after the end of the month.
- Check image search, view and print.
- New check upload
- Cancelled check download
- ACH payments
- Report of outstanding checks downloadable into spreadsheet format
- Balance review and activity reporting
- Account to account transfers
- Positive Pay, including import of check issue file
- Payee Positive Pay
- Paid checks export
- Monthly statement download/viewing
- Bank analysis statement download/viewing
- Account reconciliation reports for positive pay program
- State of the art encryption, security and password protection

3.14 System Administrator Selection

System Administrators must have discrete and final authority to create, monitor, modify, and delete specific entitlements to County online banking users by service, by account, and without additional contractor intervention.

3.15 Monthly Account Statements & Account Analysis

The Contractor must provide detailed monthly statements for each account. These statements shall include cleared check numbers and amounts; missing check numbers; deposits by number, date and amount; and miscellaneous debits and credits. The County requires the statements for all accounts to be on a calendar month basis. Include a sample of the monthly account statement with the proposal

A detailed account analysis showing service levels and price per unit shall be provided for each account, and all accounts combined, on a monthly basis. The County requires these statements to be on a calendar month basis. Include a sample of the monthly analysis statement with the proposal. No hard copy mailed version is required.

3.16 Direct Deposit of Payroll Checks

Dane County requires disbursement of payroll through the ACH system. Payments are made by direct deposit or to a prepaid Visa card. Dane County provides direct deposit

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

information bi-weekly to the contractor by wire. The Contractor must distribute the funds from the payroll account to the appropriate banking institutions of the employees and provides the county with a reconciliation statement. The Contractor must provide an in-house payroll card program at no cost to Dane County.

Detailed processing and problem handling procedures must be included in the response to this RFP. Financial institutions that cannot be served by the bank's system must be identified in the response. Currently the information is transmitted online on Wednesday for a Friday credit. There is a receipt confirmation process in place to ensure that all items sent were received. We expect this confirmation system to continue to be used.

3.17 Dane County Accounts and Service Requirements

Account Name	Service Requirements Summary
General Fund	Lead Account, PosPay, All cost to Lead
Payroll	sweep, direct dep, chks out, PosPay, ZBA
Online Payments	ACH in, BkTrans out
International Deposit Only	ACH in, BkTrans out
2009 C Project Funds	ACH in, BkTrans out
2010 Series F Bond Proceeds	ACH in, BkTrans out
2011 Series A Bond Proceeds	ACH in, BkTrans out
2012 Series B Bond Proceeds	ACH in, BkTrans out
2013 Series B Bond Proceeds	ACH in, BkTrans out
HUD 108 Proceeds	Chk in, wire out, BkTrans int
HSD-Petty Cash	Chk in, Chk out
Human Services-Daily Roll	Chk in, Chk out
Human Services-Protective Payee	ACH in, Chk out, PosPay
Human Services-Trust Acct	ACH/chk in, Chk out, PosPay
HSD COP/CIS Reserve	BkTrans in, no out
IRIS Payments	
Sheriff-Civil Process Collections	Chk in, chk out
Sheriff-Security Services Fund	Chk in, chk out, PosPay
DCSO Evidence Trust	Chk in, chk out, monthly interest to Lead,
District Attorney-Petty Cash	Chk in, chk out
District Attorney-Trust Acct	Chk in, chk out
Clerk of Courts	Chk in, chk out
Badger Prairie Hlth-Petty Cash	Chk in, chk out
Badger Prairie Hlth-Resident Rec	Chk in, chk out
Office of Corp Council	Chk in, chk out, monthly interest to Lead,
Public Works-Petty Cash	Chk in, chk out
Alliant Energy-Petty Cash	Chk in, chk out
Veterans Emergency Assistance	Chk in, chk out
Register of Deeds	Chk in, BkTrans to Lead

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

PFC (Airport)	ACH/chk in, BkTrans out
Parks Mobile Payment	ACH/chk in, BkTrans out
Child Support Petty Cash	Chk in, chk out, monthly interest to Lead,

All accounts must have ACH Debit blocks except the Lead Account (General Fund). Annual checks of approximately 42,000 from the General Fund and a deposit volume totaling up to \$400 million. For more detailed information, see Appendix #1 Spreadsheet.

3.18 Merchant Accounts

Various departments in the County currently have merchant accounts to accept Visa, MasterCard and American Express: Airport, Alliant Energy Center, Solid Waste Landfill, Parks, Parking Ramp, and Purchasing. All merchant accounts are under the same parent merchant account now and fees are assessed on the aggregate transactions.

a) Airport

The Airport receives payments for parking and for facility rentals. Parking transactions are handled using a specialized hardware/software system with a satellite link. Facility rentals are handled using a card swipe terminal.

b) Alliant Energy Center:

The AEC collects revenue using Visa, MasterCard, Discover and American Express: a) All charges are authorized, b) Deposits are made by direct deposit from the Hypercom terminals, c) Allows Hypercom terminals supplied by the contractor to provide the authorization numbers. The AEC operates an e-business system on the internet with transaction processing by PayPal. PayPal transmits data to Elavon, which sends data to the bank.

c) Solid Waste Landfill:

The landfill collects revenue from tipping fees using credit cards.

d) Parks:

Parks accepts credit card payments for permits and facility rentals from in-person, online and telephone transactions.

e) Parking Ramp:

Parking Ramp accepts payments via credit card for parking stall use.

3.19 Trust and Custody Services

Contractor will provide secure trust and custody services allowing the County to purchase fixed income securities on the secondary market in keeping with Chapter 26 subchapter II of the Dane County Code of Ordinances. The custodian shall keep possession of all funds and securities, collect income and the proceeds of sales, maturities and redemptions, transact purchases, and distribute funds as only as directed by the County.

All trust and custody services must be provided by an internal department, or a wholly owned subsidiary, of the contractor. In addition, the trust and custody providers and advisors must maintain a physical office in Dane County Wisconsin and provide their services to the County on a fiduciary agent, non-commission basis.

The County currently has four trust accounts, and expects to maintain the ability to provide discrete investment opportunities satisfying those specific needs. Contractor

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

must be able to produce monthly online statements and reports sufficient to fulfill the following information needs:

- Market value reconciliations,
- cost reconciliations,
- asset summaries,
- income and cash transaction detail,
- purchases detail and summarization,
- sales and maturities, and
- bond summaries.

The County also places funds in the State Local Government Investment Pool, which are not part of this administration.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.0 PROPOSAL PREPARATION REQUIREMENTS

Proposals should be organized to comply with the section numbers and names as shown below. Each section heading should be separated by tabs or otherwise clearly marked. Hardcopies shall be bound in an 8½" x 11" format, but 11"x17" pages for graphics may be included. The RFP sections which should be submitted/responded to are:

4.1 Required Form – Attachment A – Vendor Information

4.2 Table of Contents

Provide a table of contents that, at a minimum, includes all of the sections as identified below. Listings of sub-sections and graphics/tables also may be included. Section dividers are encouraged.

4.3 Tab 1: Organization Capabilities

Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results.

4.4 Tab 2: Staff Qualifications

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project.

4.5 Tab 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 and personnel assigned to the project.

4.6 Tab 4: Implementation Plan

The banking institution should outline its plan for implementation should they be chosen to provide the services requested in this RFP. The implementation plan should include average lead times for implementation of services to include: account opening, deposit slip orders and endorsement stamps, federal system downloads for DCHS, information reporting and other services.

4.7 Tab 5: Financial Information

Proposers must submit their most recent bank rating information from applicable credit rating agencies or bank industry analysis. Financial strength and capacity will be evaluated based upon information contained in the Veribanc Inc.,-State of Wisconsin report.

4.8 Tab 6: Other Services

The proposer may list any other services that they offer and feel may be of interest to the County, but are not included in this RFP. Optional services will not count toward the final score for evaluation purposes. ***Dane County is particularly interested in smart safe technology.***

4.9 Tab 7: Mandatory Requirements

The following general requirements are mandatory and must be complied with. Provide narrative regarding compliance with each requirement.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.9.1 Designated Depository

The proposed banking institution must be a qualified depository for public funds pursuant to Wisconsin State Statutes Chapter 34.

4.9.2 Credit Rating

Proposers must be rated by at least one credit rating agency and carry a rating of A or higher.

4.9.3 Experience

Proposers must have direct experience serving local government agencies similar in size to Dane County.

4.9.4 Location

The County will consider proposals only from banking institutions with business operations in Dane County which accommodate local deposits.

4.9.5 Payroll Card

The contractor must have a prepaid debt card program capable of handling payroll deposits for county employees.

4.9.6 Merchant Account

The contractor must offer merchant account services.

4.9.7 Positive Pay

The contractor must offer positive pay for county issued checks.

4.9.8 Online Banking

The contractor must offer restricted online access to online banking services for entitled users with customer ID, secure token, and only from authorized IP addresses provided by the County. If anyone attempts to access online services from an IP address not contained in the County's authorized IP address list, the user must not be allowed to log-in. If anyone attempts to log-in from a different URL, the online log-in page must display again and there must be no error message explaining the restriction. Provide narrative about available online access restrictions.

4.9.9 Collateralization

The contractor must enter into a "depository agreement" requiring the depository to pledge collateral to secure all County funds over and above amounts guaranteed by the Federal Deposit Insurance Corporation and the State Deposit Guarantee Fund, up to a maximum of \$400 (four hundred) million.

Collateralization shall take one of three forms:

- a. 100% securitization of the amount equal the County's available balance on a daily basis. All securities serving as collateral shall be specifically pledged to the County (not as part of a pooled fund) and placed in a custodial account at a Federal Reserve Bank, a trust department of a commercial bank, or through another financial institution. The custodian may not be owned or controlled by the depository institution or its holding company unless it is a separately operated trust institution. The custodian

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

shall send statements of pledged collateral to the County Treasurer's Office on a monthly basis.

- b. Full coverage of the amount equal to the County's available balance on a daily basis through Irrevocable Standby Letter of Credit issued by a single entity.
- c. A combination of the above proffered by the proposer.

4.10 **Tab 8: Funds Availability**

The banking institution will accept all items delivered to it for deposit to the various accounts included in this request for proposal, and will credit the account(s) in accordance with the following:

- i. Funds received by wire transfer shall be considered immediately available funds.
- ii. Funds received through Automated Clearing House (ACH) operations shall be considered immediately available funds.
- iii. Cash and “on us” items shall be considered immediately available funds, in conjunction with the bank’s published Availability Schedule of cut-off deposit times.
- iv. All other items shall be credited as available funds at such time as prescribed by the bank’s Availability Schedule, but in no event later than the availability provided through the Milwaukee office of the Federal Reserve Bank of Chicago.
- v. The bank shall credit the account at an earlier time if an electronic deposit or early courier delivery allows earlier availability than the Milwaukee Federal Reserve office.

Provide narrative about how the items above will be complied with.

4.11 **Tab 9: Account Services**

Account services must include, but are not limited to, ACH debit block, filter and limits, check filter and limits, Positive Pay for check number and amount, Positive Pay for payee name, and unlimited online access to bank transaction and reports that can be limited to specific account(s) based on user set up. Contractor must have membership in the Automated Clearing House system and a Fedwire account with the Federal Reserve. Provide narrative about account services availability.

4.12 **Tab 10: Current Forensic Software**

Current forensic software and staff to accomplish 24/7 surveillance for out-of-pattern IPO contact to the County's online services and site, with immediate contact to System Administrators. Sufficient surveillance will include, but not be limited to, the ability to track and extract the etiology, identity, ingress/egress methods, movement, duration, and activity of all unauthorized users for all County accounts. Provide narrative about current forensic software and staff.

4.13 **Required Form – Attachment B – Designation of Confidential & Proprietary Information**

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

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.

Interest Earnings

Interest earnings will be computed in strict accordance with the negotiated rate schedule included in the proposal. Interest shall be credited to the designated accounts on the first day of every month.

Service Charges and Earnings Credit

The charges for the services provided by the Contractor to the County will be billed monthly on a per item basis. Each month, the Contractor shall provide an analysis statement for all accounts and a composite of the accounts, showing; types of activity, volumes of activity, price of service charges, total service charges, computation of the average daily collected balance and the resulting excess position in compensating balances which would be the basis for the earnings credit. The earnings credit shall be the collected balance multiplied by a rate to be negotiated. Any balance due the contractor will be paid as a fee by Dane County. Any over-compensation will be carried as a credit to the following month.

5.2 Format for Submitting Cost Proposals

See Required Form – Attachment C – Cost/ Revenue Proposal

The format for submitting the Attachment C: Cost /Revenue Proposal is found as a separate Excel spreadsheet.

The County expects that the contractor will maintain the proposed unit costs for a minimum period of 24 months from the execution date of the contract.

For each service, proposers must indicate unit costs, the month and year through which that cost will be maintained after the 24 month period, and the annual increase in the cost, if any, which could occur in subsequent years.

Interest rates should be expressed as a +/- basis point function of the Federal Funds Rate as of Friday, March 22, 2019. The proposer should also clearly indicate the minimum interest rate to be paid during the term of the contract.

Proposer should express the earnings credit basis point rate, clearly indicating if the rate is a “reserve” or “net-of-reserve” calculation. Indicate the reserve amount if applicable.

Proposers should include any unlisted additional services for which a cost applies, and indicate available offsetting credits, if any, for implementation supplies and/or services.

5.3 Fixed Price Period

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

SECTION 6 – REQUIRED FORMS – ATTACHMENT A

VENDOR INFORMATION	
VENDOR NAME:	

Vendor Information (address below will be used to confirm Local Vendor Preference)			
Address			
City		County	
State		Zip+4	
Vendor Rep. Name		Title	
Email		Telephone	
Dane County Vendor #			

Fair Labor Practice Certification (check only 1)	
<input type="checkbox"/>	Vendor has 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 bid submission is signed.
<input type="checkbox"/>	Vendor has been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.

Local Vendor Purchasing Preference	
Are you claiming a local purchasing preference under DCO 25.08(7)?	<input type="checkbox"/> No <input type="checkbox"/> Yes (complete remainder of this section)
Preference as a Dane County Business:	<input type="checkbox"/> Dane
Preference as a business located in a county adjacent to Dane County:	<input type="checkbox"/> Columbia <input type="checkbox"/> Sauk <input type="checkbox"/> Iowa <input type="checkbox"/> Green <input type="checkbox"/> Dodge <input type="checkbox"/> Rock <input type="checkbox"/> Jefferson

Cooperative Purchasing	
<input type="checkbox"/>	I agree to furnish the commodities or services of this bid to other municipalities.
<input type="checkbox"/>	I do not agree to furnish the commodities or services of this bid to other municipalities.

Addendums – this vendor hereby acknowledges receipt/review of the following addendums, if any.				
Addendum #1 <input type="checkbox"/>	Addendum #2 <input type="checkbox"/>	Addendum #3 <input type="checkbox"/>	Addendum #4 <input type="checkbox"/>	None <input type="checkbox"/>

Signature Affidavit			
<p>In signing this bid, we 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 bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified on Attachment B. The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.</p>			
Signature		Title	
Name (Printed)		Date	

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 #	Topic

Proposer is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

In the event the Designation of Confidentiality of this information is challenged, proposer 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 agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

The Cost/Revenue proposal form is in Excel format. It is available as an attachment to this RFP. Use the web link: <https://www.danepurchasing.com/bids.aspx> , RFP #119022.

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 03/2018

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 in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

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 Purchasing Division 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 bidder 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.

SECTION 7 – STANDARD TERMS AND CONDITIONS

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.

20.0 INDEMNIFICATION & INSURANCE.

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

SECTION 7 – STANDARD TERMS AND CONDITIONS

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

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, vendor shall, at vendor's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

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

20.2.2. Commercial/Business Automobile Liability.

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

20.2.3. Environmental Impairment (Pollution) Liability

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

20.2.4. Workers' Compensation.

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

20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability

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

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

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.

SECTION 7 – STANDARD TERMS AND CONDITIONS

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-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.

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

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

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

Appendix #1: Account Requirements by Controlling Department

CURRENT ACCOUNT REQUIREMENTS BY CONTROLLING DEPARTMENT

4 Digit	Name	Use	Interest to Lead	Checking Mny Mrkt	Filter	Limit	PosPay	Payee PosPay	ACH Debit Block	ACH Debit Filter	ACH PosPay
Treasurer											
4881	General Fund	LEAD ACCT		Y	Y	N	Y	Y	N	Y	Y
4899	Payroll	sweep, direct dep, chks out	Y	Y	Y	N	Y	Y	Y	Y	Y
4864	Online Payments	ACH in, BkTrans out	Y	Y	Y	Y	N	N	Y	Y	N
8981	Intnl Deposit Only	ACH in, BkTrans out	Y	Y	Y	Y	N	N	Y	N	N
6548	Bond Proceeds 2009C	ACH in, BkTrans out	N	Y	N	N	N	N	Y	N	N
1779	Bond Proceeds 2010F	ACH in, BkTrans out	N	Y	N	N	N	N	Y	N	N
2645	Bond Proceeds 2011A	ACH in, BkTrans out	N	Y	N	N	N	N	Y	N	N
9244	Bond Proceeds 2012B	ACH in, BkTrans out	N	Y	N	N	N	N	Y	N	N
7941	Bond Proceeds 2013B	ACH in, BkTrans out	N	Y	N	N	N	N	Y	N	N
1977	HUD 108	Chk in, wire out, BkTrans int	N	Y	Y	Y	N	N	Y	N	N
Human Services											
3974	HSD Petty Cash	Chk in, Chk out	Y	Y	Y	40	N	N	Y	N	N
3990	HS Daily Roll	Chk in, Chk out	Y	Y	Y	10000	N	N	Y	N	N
4006	HSProtective Payee	ACH in, Chk out	N	Y	N	N	Y	Y	Y	N	N
4014	HS Trust	ACH/chk in, Chk out	N	Y	N	N	Y	Y	Y	N	N
8247	HSD COP/CIP Reserve	BkTrans in, no out	N	N	Y	Y	N	N	Y	N	N
Sheriff											
5789	Civil Process	Chk in, chk out	Y	Y	Y	101	N	N	Y	N	N
5763	Security Services	Chk in, chk out	Y	Y	N	N	Y	Y	Y	N	N
2922	DCSO Evidence Trust	Chk in, chk out	Y	Y	N		N	N	Y	N	N
District Attorney											
5813	DA Petty Cash	Chk in, chk out	Y	Y	Y	500	N	N	Y	N	N
5805	DA Trust(Resitution)	Chk in, chk out	Y	Y	Y	2501	N	N	Y	N	N
Clerk of Courts											
3966	Clerk of Courts	Chk in, chk out	N	Y	N	N	N	N	Y	N	N
4817	Conservator	Court Order in and out	N	Y	N	N	N	N	Y	N	N
Badger Prairie											
5870	BPHCC Petty Cash	Chk in, chk out	Y	Y	Y	151	N	N	Y	N	N
5888	BPHCC Resident Rec	Chk in, chk out	N	Y	Y	1000	N	N	Y	N	N
Corp Counsel											
4915	CC Petty Cash	Chk in, chk out	Y	Y	Y	500	N	N	Y	N	N
Public Works											
5797	PW Petty Cash	Chk in, chk out	Y	Y	Y	101	N	N	Y	N	N
Alliant Energy Center											
5821	AEC Petty Cash	Chk in, chk out	Y	Y	Y	36	N	N	Y	N	N
Veterans Service											
5839	VS Emerg Assistance	Chk in, chk out	N	Y	Y	251	N	N	Y	N	N
Register of Deeds											
4907	ROD	Chk in, BkTrans to Lead	Y	N	N	N	N	N	Y	N	N
Dane County Airport PFC											
4923	PFC	ACH/chk in, BkTrans out	N	N	N	N	N	N	Y	N	N
Land and Water											
4896	Parks Mobile Pay	ACH/chk in, BkTrans out	N	N	N	N	N	N	Y	N	N
Child Support											
2699	CS Petty Cash	Chk in, chk out	Y	Y	Y	36	N	N	Y	N	N