



## REQUEST FOR PROPOSALS (RFP)

Department of Administration  
County of Dane, Wisconsin

**COUNTY AGENCY**

Dane County Board of Supervisors

**RFP NUMBER**

**#116072**

**RFP TITLE**

**Contracting / Procurement Equity Program Review**

**PURPOSE**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a Review of Racial and Social Equity in Dane County Contracting and Procurement.

**DEADLINE FOR  
RFP SUBMISSIONS**

2:00 P.M. Central Time

**September 28, 2016**

**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 flash drive, CD or DVD**

**DIRECT ALL  
INQUIRIES TO**

**NAME** Carolyn A. Ninedorf

**TITLE** Purchasing Agent

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

**DATE RFP ISSUED: August 25, 2016**

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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 Review of Racial and Social Equity in Dane County Contracting and Procurement Policies and Processes.

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, through a racial and social equity lens, of Dane County Government's Contracting and Procurement Policies and Processes and to provide recommendations for strategies and actions that would further advance racial and social equity in Dane County contracting and procurement while also maintaining the transparency, procedural fairness, and sound procurement industry practices valued by Dane County.

## 1.2.2 Objectives

The objective of contracting for these services is to:

- 1) Provide an unbiased, independent review of Dane County government contracting and procurement policies and processes from a racial and social equity perspective.
- 2) Provide specific recommendations to the County Board Office that will remove any identified barriers to racial and social equity and improve racial and social equity in county contracting and procurement policies and processes while also complying with County ordinances.

Recommendations for improvements should:

- a. Include, but not be limited to, identification of strategies, national best practices from similarly-situated counties/local governments, resources needed to implement recommended strategies and best practices, and suggested timelines
- b. Identify immediate, high-impact strategies
- c. Identify longer term strategies that may require more concerted efforts or investment
- d. Prioritize recommendations that would have the greatest impact on improving racial and social equity in county contracting and procurement policies and processes, both in the short term and longer term

## 1.2.3 Scope of Services to be Provided

This review will focus on racial and social equity across all Dane County contracting and procurement policies and processes to address the issues identified in Section 4.6.

The project scope should be limited to Dane County contracting and procurement 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/or stakeholder meetings that will be conducted or convened to gather information regarding County contracting and procurement policies and processes. The internal personnel the selected individual or firm will interact with will include: Directors and staff representing County Purchasing Division; Department of Public Works, Highway, and Transportation; Department of Human Services; Dane County Regional Airport; Office of Equity and Inclusion; Equity and Criminal Justice Council Coordinator. In addition, the selected individual or firm is expected to gather information from external stakeholders, such as a randomized sampling of vendors and contractors, Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) to assess external experience with the contracting and

procurement process.

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 and/or interview planning and facilitation; review of records, reports, and other information as appropriate; review and analysis of Dane County contracting and procurement policies, procedures, and programs as they affect racial and social equity; review and analysis of relevant County goals and outcomes while procuring needed goods and services for County departments and County success in achieving goals for racial and social equity; review and analysis of national best practices with respect to equity in contracting and procurement; periodic status reports to the Office of the County Board; production of a final written report; and presentation to the County Board 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.

Dane County government is committed to becoming a more racially equitable and socially just institution in several areas, including: County infrastructure; County operations; County budgets, policy and programs; and in County communities. Over the course of the last several years, Dane County has taken a number of steps to advance racial and social equity, including development of teams dedicated to making improvements in racial equity across the County. The Racial Equity and Social Justice (RESJ) Leadership team provides guidance

to the larger RESJ core team. The RESJ Leadership Team is made up of leaders from the Department of Administration, Employee Relations, Department of Human Services, Office for Equity and Inclusion, County Board, Public Health Madison/Dane County, and the Dane County Sheriff's Office.

Additionally, the Dane County Board of Supervisors conducted an independent analysis of racial equity across all county operations, which GARE and Center for Social Inclusion (CSI) completed in September 2015. (See Dane County Racial Equity Analysis on the Dane County Board documents webpage [here](#)) In this comprehensive study, multiple recommendations and strategies were enumerated to move Dane County to a more responsive, equitable, and just organization. According to the report, "national best practice suggests government is most successful in addressing racial inequity when all employees and the institution normalize racial equity as a key value, operationalize racial equity via new policies and institutional practice, and organize, internally and in partnership with the community and other institutions." One of the recommendations made in the analysis (see Page 35 Recommendation 3 – Ensure Dane County's Communities Of Color Share In The County's Economic Prosperity, Strategy B. Contracting Equity – Investments In Contracting And Procurement Benefit The Diversity Of Dane County's Communities.) This Review of Racial and Social Equity in Dane County Contracting and Procurement is intended to help us implement the above recommendation.

### **Background on Dane County Contracting and Procurement**

The Purchasing Division is a division of the Dane County Department of Administration. The Purchasing Division is committed to procuring goods and services required for the operation of Dane County government at the lowest possible cost to the taxpayer, while maintaining the fairness and integrity of public purchasing laws and policies.

Dane County Purchasing is associated with the National Institute of Governmental Purchasing and the Wisconsin Association of Public Purchasers, which provide purchasing and management skills training for all public procurement professionals.

### **Purchasing Division staff manage contracting and procurement in the following commodity areas:**

Commodity Areas: Banking services, building supplies, construction equipment, consulting services, computer hardware/software/network equipment, copiers/ fax machines, custodial services, elevator maintenance, food, fuel and lubricants, furniture, gravel/stone/mason/concrete, law enforcement equipment, medical services and supplies, office supplies, pest control, radio equipment, safety equipment, surveys and appraisals, telecommunications equipment and services, uniform rental, and vehicles.

In addition to the Purchasing Division's process for contracting for purchase of goods and services, the Department of Human Services (DHS) and the Department of Public Works, Highway and Transportation (PWHT) separately conduct their own additional contracting and procurement processes for a number of purchases specific to their needs.

**The following is a brief explanation of the DHS Contracting / Procurement Process:**

The Department of Human Services has its own Request for Proposal (RFP) process, which was originally established as the Consolidated Application Process with the City of Madison and the United Way of Dane County. Though DHS no longer partners with other entities, the department continues to have an annual RFP process in the spring of each year. RFPs are available on the website usually by April 1st and proposals are due in the week prior to the Memorial Day holiday. In addition to this annual process, RFPs may be released on an as-needed basis through the Human Services RFP process or the Department of Administration's Purchasing Division.

When a new program is proposed (often as a result of new funding), it is the department's policy to go through the DOA's Purchasing Division for the first RFP. Exceptions to this policy have been made primarily if there is an abbreviated timeline for the RFP or if the funding is short term in nature. Exceptions should be discussed with the Division Administrator before making the request to the Planning and Evaluation Manager to use the Human Services RFP process.

**General DHS RFP information can be found at:**

<https://www.danecountyhumanservices.org/Providers/Applications/default.aspx> Additional forms and information will be shared with the selected consultant during the review process.

**The following is a brief explanation of the PWHT Contracting / Procurement Process:**

**Public Works Engineering Division of PWHT**

This division is responsible for managing, designing and bidding construction and building improvement projects for Dane County. The Division serves as an in-house consultant for all other departments. Approximately 80-120 projects are designed and bid out each year. Projects are awarded through a formal bidding process for larger projects and through informal quotes for smaller projects. Consulting and architectural/engineering services are solicited through a Request For Proposal (RFP) process.

Types of projects bid by this division: new buildings; building renovations/additions; concrete work; electrical controls and building automation; elevators; energy management; HVAC; plumbing; roofing; site surveys; and other associated work.



### **Highway & Transportation Division of PWHT**

This division is responsible for specifications involving the purchase of highway-related materials, equipment, and equipment parts. Major items are purchased using a formal Request for Bid solicitation process, which is administered by Dane County Purchasing. Less costly materials, parts, and equipment are purchased using a Request for Quotation, which is an informal bidding process. Consulting and management services are obtained using a Request for Proposal (RFP) solicitation process.

Types of purchases made by this division: arrow boards; asphalt; beam guard; concrete; crushed aggregate; culverts; cutting blades; erosion control; fuel products; graders; highway safety equipment; signs; tractors; trucks; and snow plows.

Dane County PWHT Specific Bid website:

[www.countyofdane.com/pwbids](http://www.countyofdane.com/pwbids)

For more information on Best Value Contracting, please visit our website at:

[www.countyofdane.com/pwht/bvc\\_application.aspx](http://www.countyofdane.com/pwht/bvc_application.aspx)

#### 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](http://www.danepurchasing.com)

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

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

#### 1.6 Calendar of Events

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

<b>DATE</b>	<b>EVENT</b>
August 25, 2016	Date of issue of the RFP
September 14, 2016	Last day for submitting written inquiries (2:00 p.m. Central Time)
September 16, 2016	Supplements or revisions to the RFP posted on the Purchasing Division web site at <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
September 28, 2016	Proposals due from vendors
October 2016	Interviews of invited vendors in person or via videoconference, if needed
November 2016	Notification of intent to award sent to vendors
January 2017	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](http://www.danepurchasing.com), or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

## 2.5 Submittal Instructions

Proposals must be received 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 flash drive, 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	<b>80</b>
	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	<b><u>20</u></b>
	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 industry best practices in the contracting and procurement profession.
2. Knowledge of national standards and best practices, especially those relating to racial and social equity, as they relate to government contracting and procurement.
3. Experience evaluating the effectiveness of organizational programs and processes, policies, operations, and budgeting.
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 and social equity outcomes in contracting and procurement.

#### 4.5 Timeline

The County desires to consider and assess the results of this analysis for implementation of recommendations in early 2017. 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.

##### **January 2017**

- Anticipated contract start date
- Request all necessary preliminary data and information regarding County contracting and procurement polices and processes, as well as County priorities regarding racial and social equity, including relevant recommendations of the Racial Equity Analysis of Dane County Government.
- Research contracting and procurement data and other information. This research should include an assessment of any barriers to racial and social

equity in all current contracting and procurement processes and policies in Dane County and should include, but not be limited to, review of bonding requirements, bundling of contracts, payment processes for subcontractors, and the County's supplier diversity program.

### **January-February 2017**

- Schedule and conduct interviews, focus groups, surveys, and/or meetings to gather information regarding County contracting and procurement policies and processes. The internal personnel the selected individual or firm will interact with will include: Directors and staff representing County Purchasing Division; Department of Public Works, Highway, and Transportation; Department of Human Services; Dane County Regional Airport; Office of Equity and Inclusion; and the Equity and Criminal Justice Council Coordinator. In addition, we expect the selected individual or firm to gather information from external stakeholders, such as a randomized sampling of vendors and contractors, Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) to assess external experience with the contracting and procurement process.
- Make any follow-up requests for additional necessary data and information.
- Identify common themes, issues, questions, and concerns regarding racial and social equity in County contracting and procurement policies and processes based on information and input gathered from data research as well as interviews, focus groups, surveys, and/or meetings with staff and vendors.

### **February 2017**

- Convene and facilitate a meeting (in person or via conference call) of select relevant County staff (including Purchasing, DHS, and PWHT) to brief the group on the preliminary research findings including common themes, issues, questions, and concerns identified, and to hear additional input from stakeholders.
- Research and analyze national best practices, particularly from similarly-situated local governments, for racial and social equity in contracting and procurement to address the common themes, issues, questions, and concerns identified.
- Research and develop draft findings and recommendations regarding racial and social equity in County contracting and procurement.
- Research and develop draft recommendations regarding resources (additional data, technology, personnel, etc.) needed by County to implement recommendations.
- Research and develop draft recommendations regarding benchmarks



for tracking County achievement and implementation of recommendations.

**Early March 2017**

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

**March 2017**

- Review of draft report and gathering of input on report will be facilitated by and conveyed to the consultant by the County Board Office.
- Finalize recommendations to improve racial and social equity in County contracting and procurement that include strategies, timeline, and resource needs.

**End of March 2017**

- Final Report Due to County Board Office

**April 2017**

- 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 information and input from identified county departments, staff, and other stakeholders to identify common themes, issues, questions, and concerns regarding racial and social equity in County contracting and procurement.
3. Research and analyze all relevant information to address and make recommendations on common themes, issues, questions, and concerns regarding racial and social equity in contracting and procurement 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, the proposer is expected to do the following:
  - a. Review all current County contracting and procurement operations, policies, and practices, including the Targeted Business program operated by the Office of Equity and Inclusion. This research should include an assessment of any barriers to racial and social equity in all current contracting and procurement processes and policies in Dane County. Review should include, but not be limited to, review of local, state, and federal contracting

and procurement regulations, policies, and procedures used by Dane County, bonding requirements, bundling of contracts, payment processes for subcontractors, vendor certification and registration practices, and the County's supplier diversity program.

- b. Review the vendor base within Dane County and the State of Wisconsin to identify targeted businesses that might benefit from any revisions to County procurement policies.

**Some specific questions we would like the selected consultant to address include:**

- i. What is the current status of County contracting and procurement policies and processes with respect to racial and social equity?
- ii. What are current national best practices and innovative industry standards for racial and social equity in contracting and procurement for counties/local governments with similar demographics and operations?
- iii. How can the County advance racial and social equity in contracting and procurement while also preserving its values of public transparency, procedural fairness, and low cost, as well as policies such as the local purchasing preference?
- iv. How can the County approach advancing racial and social equity in contracting and procurement in the absence of a diverse vendor pool?
- v. What specific opportunities exist for the County to expand racial and social equity by contracting with vendors that match the County's needs in terms of the goods and services that it requires?
- vi. Can the County's Targeted Business program be refined to assist the County in connecting with vendors who might advance the values of social and racial equity?
- vii. Does the County need additional or better data or technology to measure racial and social equity in contracting and procurement? If so, what specific resources exist, how do they work, and how would they be implemented?
- viii. How can the County's Office for Equity and Inclusion and the Purchasing Division work together to ensure contracting equity?

- c. Conduct interviews, focus groups, surveys, and/or meetings to gather information from the identified staff and other stakeholders.
  - d. Identify common themes, issues, questions, and concerns regarding racial equity identified in the staff interviews, focus groups, and/or surveys for further analysis.
  - e. Identify strengths and weaknesses of the current County contracting and procurement policies and processes with respect to racial and social equity.
  - f. Identify successful national best practices, particularly from similarly-situated local governments, for racial and social equity in contracting and procurement.
  - g. Make recommendations for advancing racial and social equity in County contracting and procurement.
  - h. Identify and discuss what is necessary (e.g., funding, technology, data, etc.) to implement various recommended options, and which recommendations will need further study.
5. Interview selected County staff 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/or surveys with the selected individuals.
  6. Plan for, convene, and facilitate at least one follow-up briefing meeting (in person or via conference call) with select relevant County staff (including Purchasing, DHS, and PWHT) to brief the group on the preliminary research findings including common themes, issues, questions, and concerns identified, and to hear additional input.

**Note:** Depending on location of the consultant, there might be a possibility to conduct these meetings remotely via videoconference.

7. Produce a Draft and Final Report that presents all findings, makes recommendations regarding strategies for achieving racial and social equity in County contracting and procurement, 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 120 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 2016 is \$11.66 and for 2017 is \$11.69. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at [www.co.dane.wi.us/purch/purch.htm](http://www.co.dane.wi.us/purch/purch.htm).

### 6.3 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.

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

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

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print**

\_\_\_\_\_  
**Date**

**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](http://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

<b>REFERENCE DATA SHEET</b>	
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	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Product(s) and/or Service(s) Used:</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Product(s) and/or Service(s) Used:</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Product(s) and/or Service(s) Used:</b>	



<b>Designation of Confidential and Proprietary Information</b>														
<p>The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.</p>														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%; padding: 5px;">Section</th> <th style="width: 20%; padding: 5px;">Page Number</th> <th style="width: 65%; padding: 5px;">Topic</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>			Section	Page Number	Topic									
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.nlrb.gov](http://www.nlrb.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.**

<b>COST / FINANCIAL PROPOSAL</b>	
<b>NAME OF FIRM:</b>	

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.)**

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## 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."