



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

**Department of Administration, Controller's Office
& the Dane County Housing Authority**

RFP NUMBER

#118055

RFP TITLE

Financial Auditing Services

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for **financial auditing services**.

DEADLINE FOR RFP SUBMISSIONS

2:00 P.M. Central Time

May 29, 2018

LATE, FAXED, ELECTRONIC MAIL 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 (2) 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 INQUIRES TO

NAME	Carolyn A. Clow
TITLE	Purchasing Agent
PHONE #	608/266-4966
FAX #	608/266-4425
EMAIL	Clow.carolyn@countyofdane.com
WEB SITE	www.danepurchasing.com

DATE RFP ISSUED: April 18, 2018

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1.0 GENERAL INFORMATION

1.1 Introduction

The County of Dane, Wisconsin (the County) is requesting proposals from qualified firms of certified public accountants (the Auditor) to perform the audit of its general purpose financial statements and single audit for the fiscal years of 2018, 2019, 2020, 2021 and 2022 the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the State Single Audit Guidelines.

In addition, these audits must comply with: a) all current requirements set forth by the State of Wisconsin for financial and single audit activities including reports required under the Child Come First program, and b) any modifications, changes, updates or additional requirements of the Federal Government or State of Wisconsin for the year being audited, or that maybe currently required at the time the audit is being conducted.

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for financial auditing services.

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, Department of Administration, Controller's Office.

The contract administrator will be Charles Hicklin, Controller.

This Request for Proposal (RFP) is issued on behalf of Dane County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.

1.2 Scope of the Project

1.2.1 Project Description

The successful proposer is directly responsible for the preparation, drafting, typing and production of the Comprehensive Annual Financial Report, Management Letter, Supplemental Single Audit Report and Airport Passenger Facility Charge reports, notes thereto, supporting schedules and exhibits.

Under no circumstances shall the successful proposer apply, incorporate or otherwise cause to be reflected in the Dane County financial statements any accounting treatment or procedure that has

not been previously discussed and approved in writing by Dane County.

The County desires the auditor to express an opinion on the fair presentation of its government-wide and fund financial statements and account group financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" report on the supporting schedules based on the auditing procedures applied during the audit of the general purpose financial statements and the combining and individual fund financial statements. The auditor is not required to audit the statistical section of the report.

The County desires the auditor to express an opinion on the reconciliation between the financial report submitted to the State of Wisconsin and the Comprehensive Annual Financial Report (CAFR).

1.2.2 Current Operations

The five-year contract with the present auditor will expire on December 31, 2018.

1.3 Definitions

The following definitions are used throughout the RFP.

County means Dane County

County Agency means Department /Division utilizing the service or product

Proposer/vendor means a firm submitting a proposal in response to this RFP.

Contractor means proposer awarded the contract.

1.4 Clarification of the specifications

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

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.6)

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

Mailing Address:

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

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.5 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com

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

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

1.6 Calendar of Events

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

DATE	EVENT
April 23, 2018	Date of issue of the RFP
May 9, 2018	Last day for submitting written inquiries (2:00 p.m. Central Time)
May 14, 2018	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
May 29, 2018	Proposals due from vendors
January 1, 2019	Contract start date

1.7 Contract Term and Funding

The contract shall be effective on the contract execution date and shall run for five (5) year(s) from that 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 Wisconsin Relay (711).

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal plus references and any required on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

2.3 Incurring Costs

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

2.4 Vendor Registration

All proposers wishing to submit a proposal must be a paid registered vendor with Dane County. Prior to the rfp opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

2.5 Submittal Instructions

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

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

2.6 Required Copies

Proposers must submit **an original and the required number of copies** of all materials required for acceptance as instructed on the cover page of the RFP (Special Instructions).

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format burned to a 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 5 of this RFP)
- Cost proposal (See Section 6 of this RFP)
- Required forms (See Section 8 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 Summary Page
- 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.	Expertise & Experience (Sections 4.1-4.3)	35
2.	Audit Approach (Sections 4.4-4.6)	35
3.	Cost	<u>30</u>
	TOTAL	100

3.5 Award and Final Offers

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

3.6 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

State the name and main office address of the proposer. Describe the firm's organization including the following information in relation to providing auditing services.

- When was the firm organized?
- What is the legal form of ownership? If a corporation, where is the firm incorporated?
- Indicate the firm's size and structure, with emphasis on the office(s) that will serve Dane County. If the firm is multi-state in nature, limit your discussion to those offices that will be involved in the Dane County engagement.
- Describe the types of services and activities provided by the local office serving Dane County.
- The location of the office from which this engagement will be services and the range of services provided at that office.
- Provide the name, title, address and telephone number of the person to whom all inquiries about this proposal should be addressed.

4.2 Organization Capabilities

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

- Number of years engaged in auditing services under the firm's present name.
- The range of experience of the office(s) proposed to provide auditing services to Dane County.
- Indicate the firm's experience in performing similar work in scope of services, size, and complexity of organizations in governmental and single audit roles.
- Describe your firm's capability to audit computerized systems, including the number, classification and location of personnel skilled in computer sciences who will work on the audit.
- If your firm proposes to use the services of another firm(s), identify the name of the firm and the location of office serving Dane County with the related contact person.
- Indicate if your firm has ever failed to complete any work awarded to it. If it has, please indicate the date, where and why?
- Provide an affirmative statement that the proposer does not have a record of substandard audit work. In addition, all positive enforcement actions by professional licensing boards, courts or other bodies or other matters which may reflect on you or your firm's professional qualifications are disclosed in the proposal.

Describe any pending litigation or other factors that could affect your organization's ability to perform this contract.

4.3 Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialist, who would be assigned to the engagement and indicate whether each such person is register/licensed to practice as a certified public accountant in Wisconsin. The firm should also provide information on the governmental auditing experience of each person, including information on relevant continuing professional education as is specific in the U.S. General Accounting Office's "Government Auditing Standards" GAO yellow book and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm should also indicate how the quality of the staff over the term of the agreement would be assured.

The proposal should identify the extent to which staff to be assigned to the audit reflect the County's commitment to Affirmative Action.

The proposer should indicate the number of hours that each assigned staff is

anticipated to spend on the engagement.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the County retains the right to approve or reject replacements.

Consultants and firm specialist mentioned in response to this request for proposals can only be changed with the express prior written permission of the County, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

4.4 Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section 4 of this request for proposal. In developing the work plan, reference should be made to such sources of information as the budget and related materials, organizational charts, manuals and programs and financial and other management information systems.

Proposers will be required to provide the following information of their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c. Sample sizes and the extent to which statistical sampling is to be used in the engagement.
- d. Extent of use of EDP software in the engagement.
- e. Type and extent of the analytical procedures to be used in the engagement.
- f. Approach to be taken to gain and document an understanding of the County's internal control structure.
- g. Approach to be taken in drawing audit samples for purposes of tests of compliance.
- h. Use of internal audit staff.
- i. Estimate of the extent, level of involvement and timing of work to be performed by Dane County personnel during the engagement.
- j. Implementation of new accounting policies and procedures and the conversion of financial statements to comply GASB Statement No. 34 requirements.

4.5 Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of five) performed in the last five (5) years

that are similar to the engagements described in this request for proposal. These engagements should be ranked on the basis of total staff and hours. Indicate the scope of work, date, engagement partners, total hours and the name and telephone number of the principal client contact.

4.6 Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

4.7 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.

4.8 Mandatory Requirements

The following general requirements are mandatory and must be complied with.

4.8.1 **The audit firm is independent and licensed to practice in the State of Wisconsin.** The firm should provide an affirmative statement that it is independent of Dane County, Wisconsin as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards (1988). An affirmative statement should be included indicating that the firm and all assigned key personnel staff are properly registered/licensed to practice in Wisconsin as Certified Public Accountants.

4.8.2 **The audit firm's professional personnel have receive at a minimum continuing professional education as required in the U.S. General Accounting Office's "Government Auditing Standards" – GOA Yellow Book.**

4.8.3 **The firm has no conflict of interest with regards to any other work performed by the firm for the County.** The firm should list and describe the firm's proposed subcontractors' professional relationships involving the County or any of its agencies/agencies or component units/agencies, component units or oversight units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

4.8.4 **The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.**

4.8.5 **The firm is willing and able to obtain an errors and omissions**

insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officer, employees to agents thereof.

5.0 TECHNICAL REQUIREMENTS

5.1 Auditing Standards to be Followed

To meet the requirements of this request for proposal, the audit shall be performed in accordance with:

- Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants.
- The standards for financial audits set forth in the U.S. General Accounting Office’s Government Auditing Standards and the Yellow Book.
- The provisions of the Single Audit Act of 1984, as amended and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments.
- The Federal Compliance Supplement for Single Audits for State and Local Governments.

Any applicable requirements promulgated and adopted by the Federal Government and/or State of Wisconsin.

5.2 Reports to be Issued

1. The auditor’s letter containing the opinion, management letter and supplemental single audit shall be addressed to :
To the Honorable Board of Supervisors
The County of Dane
2. Draft copies of all reports shall be provided to the County’s Audit Management Team at least five (5) working days prior to the date selected for cutoff of comments or updates of any report and publication.
3. The auditor is required to assist in the preparation of the written response to the comments and suggestions for improvement to the CAFR received from the GFOA for the previous submission of the County’s CAFR to the certificate of achievement review process.
4. The indicated number of copies of all final reports are required and shall be delivered to the County Controller on or before the date identified below, unless an extension has been granted by the Controller in writing.

<u>Report Title</u>	<u>Due Dates</u>	<u>Num. of Copies</u>
Children Come First Report	April 15	1
Comprehensive Annual Financial Report	May 30	35
Airport Passenger Facility Charge Audit Report	June 15	6
Management Letter	June 15	25
Opinion on State Report Reconciliation with CAFR	June 15	3

5. Where an extension of time may be required, it will be the responsibility of the auditor to promptly notify the County and to secure all necessary approvals in a timely manner.
6. The Auditors will prepare and issue all required reports for the annual CAFR Audit and Single Audit Report. In addition, the auditors will prepare any reports required due to changes to required financial reporting initiated by the Government Accounting Standards Board and Federal and State program auditing requirements.
7. Irregularities and Illegal Acts – Auditors shall be required to make an immediate, written report of all irregularities and illegal acts, or indicates of illegal acts, of which they become aware to the following parties:
 - The internal auditors
 - Any grantor requiring such reporting
8. Reporting to Personnel & Finance Committee – Auditors shall assure themselves that the County Of Dane, Wisconsin, Personnel & Finance Committee is informed of each of the following:
 - The auditor’s responsibility under generally accepted auditing standards
 - Significant accounting policies
 - Management judgments and accounting estimates
 - Significant audit adjustments
 - Other information in documents containing audited financial statements.
 - Disagreements with management
 - Management consultation with other accountants
 - Major issues discussed with management prior to retention, if any.
 - Difficulties encountered in performing the audit.

5.3 Special Considerations

1. The County anticipates that the auditor will be required to provide special assistance to meet the requirements of the Government Finance Officer’s Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program.
2. The schedule of federal financial assistance and related auditor’s report, as well as the reports on the internal control structure and compliance are not to be included in the CAFR, but are issued separately.

5.4 Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor’s expense, for a minimum of three (3) years, unless the firm is notified in writing by the County of Dane, Wisconsin of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties:

- The County of Dane, Wisconsin
- All cognizant agencies
- The U.S. General Accounting Office (GAO)
- Parties designated by Federal or State government or by the County

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

5.5 Conferences and Training

1. The auditor shall conduct an entrance/exit interview with each department in which work will be/was conducted, concerning work plan and schedule, and findings resulting from fieldwork. Issues and comments discussed during the exit interview shall be reduced to writing with copies provided to the effected department and the internal auditor within five (5) working days of the interview.
2. An exit interview shall be held with the County Audit Management team prior to the preparation of any reports. Issues and comments discussed during this interview shall be reduced in writing with copies provided to members of the audit management team.
3. Bi-weekly progress meetings/reports with the Audit Management team will be scheduled with the successful proposer following award of contract.
4. The County shall be afforded adequate opportunity to respond to all findings and questioned costs and to have such responses included in the audit report, management letter and supplemental single audit report.

5.6 Consulting Services

From time to time, Dane County may require consulting assistance from the successful proposer regarding accounting treatments; interpretations of generally accepted accounting principles, review of County prospectus for bond offerings and other miscellaneous activities.

5.7 Auditor Space and Support

As available and at County discretion, reasonable secure office space, tables and chairs will be provided. Where feasible, phone access will be made available but related costs are the sole responsibility of the successful proposer.

6.0 COST PROPOSAL

6.1 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.

6.2 Format for Submitting Cost Proposals

The sealed cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The cost proposal should follow the format in Attachment G. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

The County will not be responsible for expenses incurred in preparing and submitting the technical or the cost proposal. Such costs should not be included in the proposal.

The following format should be used:

- a. Rates by Partner, Specialist, Supervisory and Staff Level
- b. All staff and out-of-pocket expenses must be included in the Total All-inclusive Maximum Cost for each fiscal year audit.
- c. Rates for Additional Professional Services

If it should become necessary for the County to request the auditor to render additional services to either supplement the services requesting in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued, then such additional work shall be performed only if set forth in an addendum to the contract between the County and the firm. Any such additional work agree to between the County and the firm shall be performed at the rates set forth in the schedule of fees and expenses included in the cost proposal.

6.3 Fixed Price Period

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

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 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 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.

7.2 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.

8.0 REQUIRED FORMS

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

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

**RFP COVER PAGE
SIGNATURE AFFIDAVIT**

NAME OF FIRM:	
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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.

For Non-Registered Vendors:

Complete a registration form online by visiting our web site at www.danepurchasing.com. You will be prompted to create an account and complete the registration which includes paying the annual registration fee of \$20. You will receive an email confirmation once your account is created and again when your vendor registration is complete. 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:

If you are submitting a bid or proposal, check to make sure your vendor information and annual registration fee is up-to-date.

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. Once paid, the annual registration fee is valid for one year.

CERTIFICATION

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

Business Name: _____

Vendor Number #: _____

Date Last Paid: _____

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

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

Check mark : This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

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

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

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

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print)

Date

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

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

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

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

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

_____ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

Date Signed: _____

Officer or Authorized Agent

Business Name

NOTE: You can find information regarding the violations described above at:
www.nlrb.gov and <http://werc.wi.gov>.

For Reference 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. 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 / LOCAL PURCHASING PROVISIONS

This address will be used to determine local purchasing preference and the mailing address where County purchase orders/contracts will be mailed:

1. Company Name:

ADDRESS:

CITY:	COUNTY:
-------	---------

STATE:	ZIP+4:
--------	--------

TEL:	TOLL FREE TEL:	FAX:
------	----------------	------

2. Contact person in the event there are questions about your bid/proposal

NAME	TITLE:
------	--------

TEL	TOLL FREE TEL
-----	---------------

FAX	E-MAIL
-----	--------

3. Local Vendor Preference:

Are you claiming a local purchasing preference under DCO 25.08(7) based on your response to section 1 of this form?

No – continue on to the next page

Yes – complete the remainder of this form

Indicate if your firm/company has an established place of business located in any of the following Wisconsin Counties. 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. DCO 25.08(7)(b)

Select one:

We are claiming a preference as a Dane County Business

Dane County

We are claiming a preference as a business located in a county adjacent to Dane County

<input type="checkbox"/> Columbia County	<input type="checkbox"/> Dodge County	<input type="checkbox"/> Green County	<input type="checkbox"/> Iowa County
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<input type="checkbox"/> Jefferson County	<input type="checkbox"/> Rock County	<input type="checkbox"/> Sauk County	
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REVISED 11/17

COST / FINANCIAL PROPOSAL

NAME OF FIRM:	
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1. HOURS AND RATES

Classification	<u>Dane County Rate/Hour</u>	
*Partner in Charge	_____	_____
*Principal	_____	_____
*Manager 1	_____	_____
*Manager 2	_____	_____
*Senior 1	_____	_____
*Senior 2	_____	_____
Staff Accountants	_____	_____
Junior Accountants	_____	_____
Clerical	_____	_____

Classifications with an asterisk (*) must have resumes in the proposal from your firm and these persons may not be replaced on the Dane County Audit without prior written permission of Dane County.

2. Total Costs Not to Exceed

	2018	2019	2020	2021	2022	Total
Total Labor Costs	_____	_____	_____	_____	_____	_____
Total Other Costs	_____	_____	_____	_____	_____	_____
Total Costs	=====	=====	=====	=====	=====	=====

3. Additional Work

Periodically, Dane County may find it advantageous to engage the successful proposer in special reviews or activities not necessarily related to the financial, single or PFC audit. These activities generally require between 50 and 300 hours per calendar year.

Will your firm provide these services to Dane County at the "Dane County Rate per Hour" listed in Section 1 above?

Yes _____ No _____

If no, please specify the rate at which services would be provided (use a copy of this sheet and complete Section 1 and label as "Additional Work Rates.")

STANDARD TERMS AND CONDITIONS

Request For Bids/Proposals/Contracts
Dane County Purchasing Division
Rev. 03/18

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.

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 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.

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.

27.0 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.

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

27.02 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."