

Res 390  
 Significant

# Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department <b>County Board Office</b>	Contract/Addendum #: <b>12944</b>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Contract</th> <th style="width:50%;">Addendum</th> </tr> <tr> <td colspan="2" style="font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: <b>1/30/17 to 7/31/17</b>																					
4. Amount of Contract or Addendum: <b>\$139,155</b>																					
5. Purpose: <b>To evaluate and make recommendations on racial and social equity in Dane County contracting and procurement processes.</b>																					
6. Vendor or Funding Source: <b>MGT of America Consulting, LLC</b>																					
7. MUNIS Vendor Code: <b>5193</b>																					
8. Bid/RFP Number: <b>116072</b>																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <u>COBOARD, 30390</u> Amount \$ <u>139,155</u> Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year <b>2017 - 819</b>																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																					
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval: <i>Karin P Thurlow</i>																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<i>Mg</i> Received	_____	<u>1-13-17</u>	_____	MGT of America Consulting, LLC	
<i>CS</i> Controller	_____	_____	<u>1/17/17</u>	Contact Person	
<i>CS</i> Corporation Counsel	_____	<u>1-18-17</u>	<u>1-18-17</u>	Reggie Smith	
<i>CS</i> Risk Management	_____	<u>1/17/17</u>	<u>1/18/17</u>	Phone No.	
<i>Cac</i> Purchasing	_____	<u>1/18/17</u>	<u>1/18/17</u>	850-386-3191	
_____ County Executive	_____	_____	_____	E-mail Address	
				<b>RSmith@mgtamer.com</b>	

**Footnotes:**

- 1.
- 2.

<b>Return to:</b>	Name/Title: <b>Lisa Mackinnon, Sust and Program Eval Coord</b> Phone: <b>608-267-1529</b> E-mail Address: <b>mackinnon@countyofdane.com</b>	Dept.: <b>County Board Office</b> Mail Address: <b>CCB room 106B</b>
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**Certification**

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 1/12/17 Signed: [Signature]  
 Telephone Number 207-1529 Print Name: Wesley H. McKinnon

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

1. **Department Head**  Contract is in the best interest of the County.  
 Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 1/12/17 Signature: [Signature: Karin P. Thurlow]

2. **Director of Administration**  Contract is in the best interest of the County.  
 Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
 Comments:

Date: 1/18/17 Signature: [Signature]

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: 24

Agreement No. 12944

Expiration Date: July 31, 2017

Authority: 2016 Res-390

Department: Office of the Dane County Board

Maximum Cost: \$139,155

Registered Agent: MGT of America Consulting, Inc.

Address: 3800 Esplanade Way, Suite 210,

Tallahassee, FL 32311

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and MGT of America Consulting LLC (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 210 Martin Luther King, Jr. Blvd, Madison, WI 53703-3342, desires to purchase services from PROVIDER for the purpose of conducting a Program Evaluation of Contracting and Procurement Equity in Dane County Government; and

**WHEREAS** PROVIDER, whose address is 3800 Esplanade Way, Suite 210, Tallahassee, FL 32311, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. SERVICES.
  - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
  - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement,

PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

A. 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's 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.

B. 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.

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.

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.

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.

Workers' Compensation.

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

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.

- C. 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.
- D. 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.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. 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 this Agreement or a waiver of any default of PROVIDER 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.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate 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 against any person, whether a recipient of services (actual or potential) or an

employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER 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 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  - 1. When the Maximum Cost of the Agreement is less than \$5,000;
  - 2. When the provider is a school district, a municipality, or other unit of government;
  - 3. When the COUNTY is purchasing residential services at an established per bed rate;
  - 4. When employees are persons with disabilities working in employment programs and the provider 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;
  - 5. When an individual receives compensation for providing services to a family member;
  - 6. When employees are student interns;
  - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
  - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

- XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER 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 PROVIDER agrees to make available for COUNTY inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER 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.



XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. 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,. 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.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. 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."

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

Date Signed: 1/9/17

Fred Seamon  
Fred Seamon  
Executive Vice President

Date Signed: \_\_\_\_\_

\_\_\_\_\_

\*\*\*

**FOR COUNTY:**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
SCOTT MCDONELL, County Clerk

\* [print name and title, below signature line of any person signing this document]

rev. 04/13

## **SCHEDULE A**

### **Scope of Services to be Provided**

This evaluation will focus on racial and social equity across all Dane County government contracting and procurement policies and processes and is intended to assist the County Board in carrying out its general oversight responsibilities for Dane County government operations and investment.

The project scope should be limited to Dane County contracting and procurement policies and processes. The PROVIDER will be expected to conduct an unbiased, independent evaluation and analysis of Dane County government 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 PROVIDER will interact with will include: Directors and staff representing County Purchasing Division; Department of Public Works, Highway, and Transportation (PWHT); Department of Human Services (DHS); Office for 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, Targeted Business Enterprise (TBE) and TBE-eligible firms to assess external experience with the contracting and procurement process and to identify opportunities that exist in the marketplace to advance racial and social equity in county contracting and procurement and how to access them.

The local market area will consist of the following areas: Milwaukee-Racine-Waukesha, WI Combined Statistical Area (Wisconsin counties of Milwaukee, Waukesha, Washington, Ozaukee, Racine, Walworth, Dodge, Jefferson) and Madison-Baraboo, WI CSA (Wisconsin counties of Columbia, Dane, Green, Rock, and Iowa).

### **Some specific questions we would like the PROVIDER 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 while providing needed goods and services?
- 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 could they be implemented?
- viii. How can the County's Office for Equity and Inclusion and the Purchasing Division work together to ensure contracting equity?

## **PHASE I: PROJECT MANAGEMENT AND WORK PLAN**

### **TASK 1.0: PROJECT MANAGEMENT**

In order to ensure effective project communication and quality work products PROVIDER will incorporate project management as a major task in order to monitor the progress of the project tasks, ensure the quality of deliverables, and to achieve the project's objectives in an efficient and timely manner. PROVIDER'S Project Director will be responsible for the day-to-day project management and quality assurance, assignments to PROVIDER staff and consultants, scheduling meetings, reporting, project scheduling, budget, etc.

#### **OBJECTIVES**

- Manage and oversee timely and accurate completion of project deliverables.
- Maintain regular communication with the County Board Office's Project Manager regarding project status throughout the course of the project (final timeline will designate dates for check-in calls).
- Provide oversight and management of PROVIDER staff and team of consultants and subcontractors.
- Ensure quality control of all deliverables.

#### **ACTIVITIES**

- 1.1 Provide biweekly status reports presenting project activities, action items, timeline, and unresolved issues.
- 1.2 Conduct regularly scheduled meetings with the County Board Office's Project Manager, project staff, consultants, and subcontractors.
- 1.3 Develop web-based collaboration tools, including SharePoint and FTP sites.
- 1.4 Utilize PROVIDER's quality control process for all written documents, which includes interview and survey questionnaires, data analysis, summaries, chapters, and reports.

#### **DELIVERABLES**

- Biweekly progress reports.
- Develop project collaboration tools, including SharePoint and FTP sites.

### **TASK 2.0: INITIATE PROJECT**

It is very important that there is a full and complete understanding of how this review will be conducted; the potential challenges and limitations involved in conducting the review; and the level of support, coordination, and cooperation that will be necessary throughout the process. As a precursor to beginning the core project tasks, PROVIDER will conduct a project kick-off meeting to initiate the project and confirm the roles and responsibilities of COUNTY and PROVIDER team staff. During this project initiation process, PROVIDER and the COUNTY will meet face-to-face to introduce the respective teams and initiate the agreed upon work plan and initial tasks. Project initiation is a key step in beginning to help guide the COUNTY through the contracting and procurement equity program review process and announce the project (schedule, activities, and opportunities for input) to stakeholders and to guarantee the COUNTY's project requirements and needs are carefully and fully met.

#### **OBJECTIVE**

- Initiate and kickoff project.

#### **ACTIVITIES**

- 2.1 Schedule and conduct project kickoff meeting with the County Board Office's Project Manager and key stakeholders (internal and external).
- 2.2 Collect and review reports, plans, and other source documents pertinent to the contracting and procurement review process. Prior to the kickoff meeting, PROVIDER

will submit a documents requests for source documents that are not available on the COUNTY's website.

- 2.3 Finalize specific conditions, responsibilities, and time frames for project tasks.

### **DELIVERABLE**

- Project launch/kickoff.

## **PHASE II: REVIEW AND EVALUATION**

### **TASK 3.0: POLICIES, PROCEDURES, AND PROGRAM REVIEW AND EVALUATION**

PROVIDER will conduct an in-depth review of the COUNTY's ordinances, procurement, and policies that govern the Targeted Business Enterprise (TBE) procurement programs. PROVIDER will review existing and archived COUNTY documents, conduct key stakeholder interviews to closely determine the history of the COUNTY's purchasing and contracting policies, procedures, and actual practices. In addition, PROVIDER will examine bidder notifications (bulletins), utilization reports, annual reports, invitation to bids, bid tabulations, complaint data, and award notifications.

### **OBJECTIVES**

- Identify and analyze relevant statutes, policies, procedures, practices, and programs.
- Interview internal stakeholders including, but not limited to representatives from the COUNTY's Purchasing Division; Department of Human Services; Department of Public Works, Highway, and Transportation; Office for Equity and Inclusion, as well as key external stakeholders knowledgeable of the COUNTY's purchasing, contracting, and procurement practices.

### **ACTIVITIES**

- 3.1 Obtain and review contracting and purchasing manuals (past and currently in use). Discuss with agreed upon COUNTY staff the changes that contracting and purchasing policies, procedures, practices, and programs have undergone and the effects on the COUNTY's purchasing.
- 3.2 Speak with COUNTY staff to gather information on subjects including, but not limited to:
- Organization of the purchasing function.
  - Authorization and delegation levels for purchasing and contracting.
  - Methods of advertising procurement and contracting opportunities.
  - Procurement card policies and practices.
  - Informal and formal bidding process.
  - Sole sourcing.
  - Bonding and insurance requirements.
  - Contract bundling/project sizing.
  - Management, technical, and financial assistance.
  - Vendor relations and outreach.
  - Target Business Enterprise (TBE) program design.
  - Changes that contracting and purchasing policies have undergone and the effect on COUNTY contracting.
- 3.3 Review stakeholder interview questionnaire with the COUNTY Project Manager and make appropriate revisions.
- 3.4 Review the COUNTY's administrative procedures and policies that guide contracting/procurement.
- 3.5 Review the COUNTY's Targeted Business Enterprise program operated by the Office for Equity and Inclusion.
- 3.6 Obtain and review available relevant disparity studies on procurement/contracting.
- 3.7 Summarize the salient points of contracting procedures as they affect the utilization of businesses, specifically Targeted Business Enterprises (TBEs) and TBE-eligible firms.
- 3.8 Review draft summary with the Project Manager and make appropriate revisions.

## **DELIVERABLES**

- Written summary of the COUNTY's administrative procedures, regulations, policies, programs, and practices related to racial and social equity.
- Written summary of perceived key issues, challenges, opportunities, and priorities related to racial and social equity in COUNTY procurement.

## **TASK 4.0: BEST PRACTICES AND PEER ANALYSIS**

In order to develop a framework for the project's strategies and recommendations, PROVIDER will analyze comparable governmental entities; national best practices, procurement preference design; integration of small, minority-, women-, and local-owned programs, outreach and management and technical assistance, small, minority-, women-, and local-owned tracking and goal-setting; and staffing, funding and office functions.

## **OBJECTIVE**

- Provide a current overview of innovative best practices in minority, woman, small, and local business enterprise program design, development, and implementation.

## **ACTIVITIES**

- 4.1 Identify, research, and review national best practices of minority, woman, small, and local programs of particular interest to the COUNTY, as well as those identified by PROVIDER.
- 4.2 Develop peer analysis interview questionnaire covering contracting and procurement policies, and related topics including, but not limited to:
  - Organization structure, procurement and program staffing.
  - Program design and implementation.
  - Vendor registration and certification processes.
  - Technology and data management tracking systems.
  - TBE programs operated by other jurisdictions.
- 4.3 Conduct peer analysis through interviews with identified procurement, departments, and program staff from agreed-upon peer governmental entities.
- 4.4 Summarize pertinent points from the best practices and peer analysis.
- 4.5 Review draft best practices and peer analysis summary with the COUNTY Project Manager and make appropriate revisions.

## **DELIVERABLE**

- Written summary of findings from the best practices and peer analysis which will assist in assessing the context for the COUNTY's contracting and procurement policies and practices.

## **TASK 5.0: HISTORICAL AND VENDOR POOL ANALYSIS**

In order to examine the COUNTY's historical procurement and contracting data, PROVIDER will first assess the COUNTY's procurement and contracting data management system to gather and compile data (in an agreed-upon electronic format) from the COUNTY's systems. This historical analysis of the COUNTY's procurement/contracting data will help in assessing the effectiveness of the COUNTY's initiatives in facilitating racial and social equity in its procurement and contracting.

## OBJECTIVES

- Evaluate procurement and contracting systems, as well as the availability, accessibility, format, and completeness of historical procurement and contracting data (for an agreed-upon timeframe).
- Analyze the COUNTY's historical utilization of contractors based on an agreed-upon timeframe. Should the data allow, the analysis will show results based on the following, but not limited to: by contract size, dollar amount and percentage, race/ethnic and gender classification, procurement type, and department.

## ACTIVITIES

- 5.1 Work with the COUNTY Project Manager to identify personnel knowledgeable of the COUNTY's procurement and contracting data management systems.
- 5.2 Discuss and confirm the format, availability, and accessibility of the contracting and procurement data, along with data systems which store the data.
- 5.3 Prepare a summary of findings on procurement and contracting data management and tracking systems and review with the COUNTY Project Manager.
- 5.4 Obtain the COUNTY's historical data maintained in electronic format (such as data which can be exported into a spreadsheet, flat text, comma delimited format).
- 5.5 Compile, categorize, and analyze historical use of TBEs and TBE-eligible firms on COUNTY contracts and purchases.
- 5.6 Review historical utilization report with the COUNTY Project Manager and other selected staff knowledgeable of the issue and make appropriate revisions.
- 5.7 Determine which other local area public sector entities and major private sector companies have TBE programs. Identify contact persons at those entities. In consultation and collaboration with the COUNTY Project Manager, request information from these entities on their utilization of TBEs.
- 5.8 Prepare a summary of findings on the use of TBEs and TBE-eligible firms and review with the COUNTY Project Manager.

## DELIVERABLES

- Summary data management system evaluation report on the COUNTY's contracting and procurement systems.
- Summary historical utilization report of the COUNTY's contracting and procurement.

## **TASK 6.0: DEVELOPMENT OF VENDOR POOL DATABASE AND IDENTIFICATION OF POTENTIAL TBEs THAT MATCH COUNTY CONTRACTING AND PROCUREMENT NEEDS**

As a part of this study, PROVIDER proposes to gather TBE and TBE-eligible input. The PROVIDER proposes to develop a vendor pool database. The database will consist of COUNTY vendor data, local area non-COUNTY agency vendor data, local area certification lists, and local area vendors from Dun & Bradstreet. This vendor pool database will include filters or indicators which identify TBE and TBE-eligible firms within the agreed upon relevant local market area, which will be used to randomly select participants for the in-depth interviews, focus groups, and surveys (discussed in Tasks 7.0: External Stakeholders Input Analysis and Evaluation: External and In-Depth TBE and TBE-eligible Firms through Task 9.0: External Stakeholders Input Analysis and Evaluation: Survey of TBE and TBE-eligible Firms)

## OBJECTIVE

- Develop a vendor pool database which consists of a diverse vendor pool with identified TBEs and TBE-eligible firms that match COUNTY contracting and procurement needs.

## **ACTIVITIES**

- 6.1 Collaborate with the COUNTY Project Manager to identify local area trade associations and business organizations from which to request their stakeholder/vendor membership directories/lists.
- 6.2 Collaborate with the COUNTY Project Manager to identify non-COUNTY governmental agencies from which to request their vendor data.
- 6.3 Develop and submit data request (letter and data field template) for vendor data from local area non-COUNTY government agencies.
- 6.4 Draft and submit data request (letter and data field template) for local area trade associations and business organizations membership directories/lists.
- 6.5 Gather certification directories, local area trade associations and business organizations membership directories/lists, COUNTY vendor data, and vendor data from non-COUNTY government agencies within the agreed upon relevant local market area.
- 6.6 Collaborate with the COUNTY to identify applicable North American Industry Classification System (NAICS) codes which are procured by the COUNTY. The agreed upon NAICS codes will be used to extract vendors registered in Dun & Bradstreet.
- 6.7 Obtain vendors from Dun & Bradstreet based on agreed upon NAICS codes (typically procured by the COUNTY) as well as additional agreed upon filters/indicators, such as minority and/or women owned, revenue range or threshold.
- 6.8 Develop and compile collected vendor-related data (identified in activities 6.1 through 6.7) to develop a master vendor pool file/database. This file will include filters/indicators, such as minority-owned, women-owned, located within the relevant local market area, services and/or goods typically procured by the COUNTY, COUNTY vendor, non-COUNTY vendor.
- 6.9 Develop and review custom census survey questionnaire for review by COUNTY Project Manager and staff, and make revisions as appropriate.
- 6.10 Conduct custom census surveys of vendors using the master vendor pool file database which meet certain specifications or criteria, such as services and/or goods procured by the COUNTY, located in the relevant local market area, minority-owned, women-owned.
- 6.11 Analyze and use cross-tabulations to examine responses to custom census surveys according to demographic characteristics (race/ethnicity and gender), as well as certifications (such as TBE).
- 6.12 Finalize the master vendor pool file/database which includes responses to custom census surveys and other key filters/indicators, such as minority-owned, women-owned, race/ethnicity and gender classification, certifications (such as TBE, DBE, SBE, MBE), located within relevant local market area, services and/or goods typically procured by the COUNTY, non-COUNTY vendor, COUNTY vendor.

## **DELIVERABLE**

- Master vendor pool file/database of diverse vendors which features key filters/indicators, such as such as minority-owned, women-owned, race/ethnicity, and gender classification, certifications (such as TBE, DBE, SBE, MBE), located within relevant local market area, services and/or goods typically procured by the COUNTY, non-COUNTY vendor, COUNTY vendor. This master vendor file/database with key filters will be used to randomly select participants in the in-depth interviews, focus groups, and survey of TBE and TBE-eligible firms.

## **TASK 7.0: EXTERNAL STAKEHOLDERS INPUT ANALYSIS AND EVALUATION; EXTERNAL STAKEHOLDER AND IN-DEPTH TBE AND TBE-ELIGIBLE FIRMS INTERVIEWS**

As a part of this study, PROVIDER places tremendous emphasis on gathering internal and external stakeholder input. During this task, PROVIDER will gather information which will help the COUNTY understand the knowledge, perceptions, opinions, and wants of its external stakeholders and vendors in order to build a consensus for change in addressing any identified disparities in contracting/procurement processes and policies.



## **OBJECTIVES**

- Assess the knowledge, perceptions, and opinions of the COUNTY's contracting/procurement processes and policies by its external stakeholders, TBE and TBE-eligible firms.
- Identify, analyze, and document any recent historical evidence of factors that have affected the ability of TBEs to enter and prosper in the identified local market area. Include an analysis of any relevant judicial or administrative data if it exists.
- Obtain business and demographic information from available vendors by race/ethnicity and gender and each procurement category.
- Gather additional information on barriers, if any, faced by TBE and TBE-eligible firms working with the COUNTY.
- Obtain data concerning TBE and TBE-eligible firms' access to credit and capital needed to do business with the COUNTY.

## **ACTIVITIES**

- 7.1 Develop a draft external stakeholder interview guide that is carefully structured to eliminate, to the extent possible, any biases in the questions.
- 7.2 Review the draft external stakeholder interview guide with the COUNTY Project Manager and make appropriate revisions.
- 7.3 Interview stakeholders, elected and appointed officials, and business community (such as e.g., leadership representatives from local area trade associations and business organizations who are instrumental in professional development for TBE firms).
- 7.4 Summarize information gathered from external stakeholder interviews.
- 7.5 Finalize in-depth business owner interview participation criteria or specifications (based on master vendor pool file/database and key filters/indicators), such as limited to TBE and TBE-eligible firms, located within the local relevant market area, have done business with the COUNTY.
- 7.6 Develop and review a draft in-depth business owner interview guide that is carefully structured to eliminate, to the extent possible, any biases in the questions.
- 7.7 Review the draft in-depth business owner interview guide with the COUNTY Project Manager and make appropriate revisions.
- 7.8 Draw random sample(s) based on final in-depth business owner interview participation criteria or specifications from the master vendor pool file/database.
- 7.9 Schedule and conduct up to 15 in-depth business owner interviews.
- 7.10 Summarize information gathered from external stakeholders and in-depth business owner interviews.

## **DELIVERABLE**

- Summary of the external stakeholder and in-depth business owner interview analysis which identifies disparate treatment patterns or practices (or lack thereof) in the COUNTY's procurement and contracting policies.

## **TASK 8.0: EXTERNAL STAKEHOLDERS INPUT ANALYSIS AND EVALUATION; FOCUS GROUPS**

As a part of this study, PROVIDER places tremendous emphasis on gathering internal and external stakeholder input. During this task, PROVIDER will gather information which will help the COUNTY understand the knowledge, perceptions, opinions, and wants of its vendors in order to build a consensus for change in addressing disparities in contracting/procurement processes and policies.

## **OBJECTIVES**

- Assess the knowledge, perceptions, and opinions of the COUNTY's contracting/procurement processes and policies by its TBE and TBE-eligible firms.
- Identify, analyze, and document any recent historical evidence of factors that have affected the ability of TBEs to enter and prosper in the identified local market area. Include an analysis of any relevant judicial or administrative data if it exists.
- Obtain business and demographic information from available vendors by race/ethnicity and gender and each procurement category.
- Gather additional information on barriers, if any, faced by TBE and TBE-eligible firms working with or attempted to do business with the COUNTY.
- Obtain data concerning TBE and TBE-eligible firms' access to credit and capital needed to do business with the COUNTY.

## **ACTIVITIES**

- 8.1 Finalize vendor focus group participation criteria or specifications (based on master vendor pool file/database and key filters/indicators), such as limited to TBE and TBE-eligible firms, located within the local relevant market area, have done business with the COUNTY, attempted to business with the COUNTY.
- 8.2 Develop a draft focus group facilitation and question guide that is carefully structured to eliminate, to the extent possible, any biases in the questions.
- 8.3 Review the draft focus group facilitation and question guide with the COUNTY Project Manager and make appropriate revisions.
- 8.4 Draw random sample(s) based on the final vendor focus group participation criteria or specifications from the master vendor pool file/database to recruit participants for two focus groups.
- 8.5 Conduct two focus groups with vendors which meet the focus group screener questionnaire specifications.
- 8.6 Summarize information gathered from focus groups.

## **DELIVERABLE**

- Summary of the vendor focus group analysis which identifies disparate treatment patterns or practices (or lack thereof) in the COUNTY's procurement and contracting policies.

## **TASK 9.0: EXTERNAL STAKEHOLDERS INPUT ANALYSIS AND EVALUATION; SURVEY OF TBEs and TBE-ELIGIBLE FIRMS**

As a part of this study, PROVIDER places tremendous emphasis on gathering internal and external stakeholder input. During this task, PROVIDER will gather information which will help the COUNTY understand the knowledge, perceptions, opinions, and wants of its vendors in order to build a consensus for change in addressing disparities in contracting/procurement processes and policies.

## **OBJECTIVES**

- Assess the knowledge, perceptions, and opinions of the COUNTY's contracting/procurement processes and policies by its TBE and TBE-eligible firms.
- Identify, analyze, and document any recent historical evidence of factors that have affected the ability of TBEs to enter and prosper in the identified local market area. Include an analysis of any relevant judicial or administrative data if it exists.
- Obtain business and demographic information from available TBE and TBE-eligible firms by race/ethnicity and gender and each procurement category.

- Gather additional information on barriers, if any, faced by TBE and TBE-eligible firms working with, attempted to do business, or interested in doing business with the COUNTY.
- Obtain data concerning TBE and TBE-eligible firms access to credit and capital needed to do business with the COUNTY.

## ACTIVITIES

- 9.1 Finalize participation criteria or specifications for TBE and TBE-eligible survey.
- 9.2 Design TBE and TBE-eligible survey questionnaire. The surveys will obtain questions on the following subjects:
  - Utilization in the private and public sectors.
  - Type of services provided.
  - Capability and capacity limitations.
  - Financing, insurance, and bonding.
  - Size of firm.
  - Subcontracting.
  - Business growth.
  - Ownership structure.
  - Race, ethnicity, and gender of owner(s).
  - Private business experiences.
  - Annual revenue by source categories.
- 9.3 Review TBE and TBE-eligible survey questionnaire with the COUNTY Project Manager and make appropriate revisions.
- 9.4 Draw a random sample of firms from the master vendor pool file/database based on finalized participation criteria or specifications.
- 9.5 Conduct telephone survey.
- 9.6 Analyze and use cross-tabulations to examine differing responses according to demographic characteristics (race/ethnicity and gender), as well as certifications (such as MBE, DBE, SBE, TBE).
- 9.7 Summarize the information on disparate treatment, if any, regarding contracting and purchasing gathered from telephone surveys.
- 9.8 Review draft summary with the COUNTY Project Manager and make appropriate revisions.

## DELIVERABLE

- Summary of the TBE and TBE-eligible survey analysis which identifies disparate treatment patterns or practices (or lack thereof) in the COUNTY's procurement and contracting policies.

## PHASE III: RECOMMENDATIONS AND REPORT DEVELOPMENT

### TASK 10.0: SUMMARIZE AND PRESENT FINDINGS, STRATEGIES, AND RECOMMENDATIONS

At the conclusion of all tasks, PROVIDER will combine all confidential draft summaries and organize them into a confidential draft summary presenting the methodology and findings, along with draft strategies (short- to long-term) and recommendations to facilitate the access, opportunity, and equity in the COUNTY's contracting and procurement.

### OBJECTIVE

- Prepare confidential draft summary presenting findings, strategies (short- to long-term) and prioritized recommendations that detail the critical action steps to facilitate racial and social equity in the COUNTY's contracting and procurement processes and policies.

## **ACTIVITIES**

- 10.1 Compile and summarize draft findings, strategies, and recommendations gathered from the policies and procedures interviews and evaluation, best practices and peer analysis, historical and vendor pool analysis, and external stakeholders input analysis, into categories including, but not limited to:
  - Contracting and procurement data management and tracking.
  - Historical trends and results on the use of vendors and TBE vendor base.
  - Perceptions among internal and external stakeholders of key procurement and contracting issues and opportunities.
  - Best practices and peer analysis of programs which promote the inclusion of minority-, women-owned, small, and local businesses through various mechanisms, such as procurement/contracting procedures, outreach.
- 10.2 Submit draft summary of findings, strategies (short- to long-term), and recommendations to the County Board Office's Project Manager.
- 10.3 Plan for, convene, and facilitate a follow-up briefing meeting (via conference call) with COUNTY Project Manager and identified County staff (including Purchasing, DHS, and PWHT) to review and discuss the preliminary research findings including common themes, issues, questions, and concerns identified, prioritize draft strategies (short- to long-term) and recommendations to be included in the final report, as well as to discuss the desired format and outline for the final report and to hear additional input.

## **DELIVERABLE**

- A confidential draft summary presenting the findings, short- to long-term strategies, and prioritized recommendations.

## **TASK 11.0: PREPARE AND PRESENT DRAFT REPORT**

After receiving comments or edits from the COUNTY, PROVIDER will incorporate all agreed upon edits into a well-organized complete draft report outlining the methodology, findings, strategies (short- to long-term) and prioritized recommendations to facilitate racial and social equity in COUNTY contracting and procurement.

## **OBJECTIVES**

- Prepare the draft report that incorporates comments, findings, and conclusions from all project work tasks.

## **ACTIVITIES**

- 11.1 Develop a comprehensive confidential draft report showing findings, short- to long-term strategies, and prioritized recommendations to support racial and social equity in COUNTY contracting and procurement.
- 11.2 Submit to the COUNTY Project Manager electronic copies in ".pdf" and Microsoft Word format of the draft report.
- 11.3 Meet electronically with the COUNTY Project Manager, COUNTY Board Office, and identified external and internal stakeholders to answer questions regarding the confidential draft report.
- 11.4 Revise the confidential draft report based on input from the COUNTY Project Manager, COUNTY Board Office, and identified external and internal stakeholders.

## **DELIVERABLES**

- A comprehensive draft document that incorporates the findings, strategies (short- to long-term), and prioritized recommendations into a well-organized, written report.

## **TASK 12.0: PREPARE AND PRESENT FINAL REPORT**

After receiving comments or edits from the COUNTY, PROVIDER will incorporate all agreed-upon edits into a well-organized complete final report outlining the methodology, findings, strategies (short- to long-term) and prioritized recommendations to facilitate racial and social equity in COUNTY contracting and procurement. This task includes an Executive Summary.

### **OBJECTIVES**

- Prepare the final report.
- Prepare a succinct Executive Summary.
- Prepare and present an oral presentation to identified internal and external stakeholders to present findings, strategies, and recommendations.

### **ACTIVITIES**

- 12.1 Finalize and develop a comprehensive final report and supplementary materials and submit to the COUNTY Project Manager.
- 12.2 Submit to the COUNTY Project Manager electronic copies in “.pdf” and Microsoft Word format of the final report, including a succinct Executive Summary.
- 12.3 Deliver copies of all computer-based databases and project materials developed in the course of the project to COUNTY Project Manager.
- 12.4 Within one month following the completion and acceptance by the COUNTY of the report, provide one formal presentation to the COUNTY Board Office and identified stakeholders (internal and external).

### **DELIVERABLES**

- A comprehensive final report that incorporates the findings, strategies (short- to long-term), and prioritized recommendations into a well-organized, written report. The report will include a succinct Executive Summary that may be easily referenced and used.
- Copies of computerized databases developed during the project.
- One oral presentation or workshop of the report and its findings, strategies (short- to long-term), and recommendations.

## **PROPOSAL ASSUMPTIONS**

The work plan and budget for this proposal were developed with several key assumptions about the project. Below, PROVIDER presents its assumptions:

### **GENERAL**

1. Some tasks will be conducted concurrently, when possible.
2. There will be designated senior staff at the COUNTY and PROVIDER to resolve any conflicts that arise.
3. All products from this project (e.g., interview and survey questionnaires, project data, notes, work papers, audio recordings, etc.) will become the property of the COUNTY.
4. PROVIDER expects to have complete and timely access to necessary documents and personnel.
5. PROVIDER assumes the project management tools, cost accounting, and time keeping systems selected for this project will be common off-the-shelf software packages that do not require significant specialized knowledge of the software. More sophisticated applications may require more effort to implement and/or the assistance of a qualified vendor representative.
6. The report will make recommendations to the extent possible; some findings will not result in recommendations.
7. The COUNTY has the right to review and reject any PROVIDER personnel proposed for or assigned to this engagement.
8. PROVIDER is willing to negotiate adjustments in the proposed cost should the COUNTY and PROVIDER mutually agree upon reduction or increases to the scope of the project.
9. PROVIDER will have access to and cooperation and participation by COUNTY staff and management.
10. PROVIDER will receive all requested electronic data in format (such as spreadsheets, comma delimited, flat text or any combination thereof).

### **COUNTY PROJECT MANAGER**

11. The COUNTY will assign its own Project Manager to this engagement. This person will function as the single point of contact for the project, and coordinate and facilitate the flow of information and communication between PROVIDER and project stakeholders. As well, this person has the authority to make decisions on a daily basis in the management of this engagement.
12. The COUNTY Project Manager will ensure comments on the draft reports from select project stakeholders are consolidated into a single document, and any conflicting comments are reconciled before delivering the comments to PROVIDER.

### **FOCUS GROUPS**

13. There will be no more than two focus groups held for the entire project. Additional focus groups will be performed as requested, and compensated on a time and material basis.
14. The COUNTY Project Manager will arrange for MGT to utilize public space for all community-input events at no cost to MGT.

### **NON-COUNTY LOCAL AGENCY VENDOR DATA**

15. MGT will draft letters and data templates which detail the ideal data fields to include in the requested non-COUNTY agency vendor data, such as the City of Madison. However, MGT may need assistance from COUNTY in submitting these requests.

## **STATUS REPORTS**

16. PROVIDER will provide biweekly project status reports on project activities, action items, timeline, and unresolved issues with regard to how PROVIDER's work is progressing.

### **Project Management**

PROVIDER shall submit all draft and final deliverable products and payment invoices to County Board Office's project manager for review and approval. Lisa MacKinnon, Sustainability and Program Evaluation Coordinator, will serve as the project manager on behalf of the COUNTY.

The project director for the PROVIDER is Reggie Smith.

**Communication with County Board Office:** The PROVIDER will issue biweekly status updates on the progress of the Review of Contracting and Procurement Equity in Dane County Government to the County Board Office project manager on a biweekly basis via email.

Any specific concerns that arise outside of these updates should be conveyed between the COUNTY and the PROVIDER via telephone or email as soon as possible.

**Confidentiality of Process:** All information, materials, and communications related to this project must be cleared through the County Board Office's project manager, Lisa MacKinnon, prior to disseminating further. PROVIDER is required to refrain from sharing meeting proceedings, meeting content, project process, preliminary findings, draft project materials, or any other draft documents unless first explicitly cleared by the project manager. No project findings or materials shall be shared with the public, including the media, until a final draft of the project report and recommendations has been accepted by the COUNTY and presented to the County Board.

In the interest of receiving the most candid input from participants, all interviews, focus groups, and surveys should be conducted with an assurance to the participants that they will not be personally identified by the PROVIDER in connection to the input received through these processes, including in any written draft or final reports to the COUNTY.

**County Acceptance of Final Report:** Dane County reserves the right to make final acceptance of the final report. PROVIDER will be required by COUNTY to revise a final report as needed to gain the COUNTY's acceptance of the report. Acceptance will not be unreasonably withheld.

**THE TIMELINE FOR THIS PROJECT IS AS FOLLOWS:**

WORK TASKS	JANUARY 2017					FEBRUARY 2017				MARCH 2017				April 2017				May 2017				June 2017							
	2	9	16	23	30	6	13	20	27	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26			
<b>PHASE I: PROJECT MANAGEMENT AND WORK PLAN</b>																													
1.0 Project Management																													
2.0 Initiate Project																													
<b>PHASE II: REVIEW AND EVALUATION</b>																													
3.0 Policies, Procedures, and Program Review and Evaluation																													
4.0 Best Practices and Peer Analysis																													
5.0 Historical and Vendor Pool Analysis																													
6.0 Development of Vendor Pool Database																													
7.0 External Stakeholders Input Analysis and Evaluation: External Stakeholder and In-Depth TBE and TBE Eligible Interviews																													
8.0 External Stakeholders Input Analysis and Evaluation: Focus Groups																													
9.0 External Stakeholders Input Analysis and Evaluation: Survey of TBEs and TBE Eligible Firms																													
<b>PHASE III: RECOMMENDATIONS AND REPORT DEVELOPMENT</b>																													
10.0 Summarize and Present Findings, Strategies, and Recommendations																													
11.0 Prepare and Present Draft Report																													
12.0 Prepare and Present Final Report																													



## SCHEDULE B

- 1) The PROVIDER shall invoice the COUNTY based on the following rates:

<b>Staff</b>	<b>Hourly Rate</b>
R. Smith	\$245
F. Seamon	\$255
P. Mason	\$200
H. Smith	\$190
K. Jenkins	\$110
V. Mitchell	\$190
Sub: MBE	\$175
Sub: Oppenheim	\$75
Editorial/Clerical	\$40

- 2) Project staff identified in the PROVIDER'S proposal may not be replaced on the project without prior written permission of the COUNTY.
- 3) Total expenses shall not exceed \$20,650 broken down as follows:
- a) Travel costs shall not exceed: \$16,350
  - b) Indirect costs shall not exceed: \$4,300
- 4) **Total Project Costs shall not exceed: \$139,155**  
[This figure is all-inclusive, with reimbursable expenses and all costs of service.]

**PROVIDER shall be paid on the basis of work completed.**

**The schedule of payments from COUNTY shall be as follows:**

<b>Payment 1</b> (no more than 25% of contract)	After completion of Task 3
<b>Payment 2</b> (no more than 25% of contract)	After completion of Task 6
<b>Payment 3</b> (no more than 25% of contract)	After completion of Task 9
<b>Payment 4</b> (remainder of contract)	After acceptance and presentation of Final Report

- 5) If PROVIDER is timely with respect to all its obligations under this AGREEMENT, the COUNTY shall make payments due within 30 days of the dates of completion of PROVIDER'S obligations or of billing, as appropriate. If PROVIDER fails to meet time limits, COUNTY'S payments will be delayed an additional 30 days.

## SCHEDULE C

### The due dates for updates and reports shall be as follows:

General Project Status Reports to County Board Office	Throughout the project biweekly from project initiation via email or phone call to the County Board Office project manager. If issues or concerns arise between status reports, the PROVIDER will contact the COUNTY as soon as the issue arises in order to address it in a timely manner. Exact biweekly status report dates will be scheduled by mutual agreement of PROVIDER and COUNTY.
Written summary of the COUNTY's administrative procedures, regulations, policies, programs, and practices related to racial and social equity (TASK 3)	No later than February 28, 2017
Written summary of perceived key issues, challenges, opportunities, and priorities related to racial and social equity in COUNTY procurement (TASK 3)	No later than February 28, 2017
Written summary of findings from the best practices and peer analysis (TASK 4)	No later than March 20, 2017
Summary data management system evaluation report on the COUNTY's contracting and procurement systems (TASK 5)	No later than March 20, 2017
Summary historical utilization report of the COUNTY's contracting and procurement (TASK 5)	No later than March 20, 2017
Master vendor pool file/database of diverse vendors (TASK 6)	No later than March 27, 2017
Summary of the external stakeholder and in-depth business owner interview analysis (TASK 7)	No later than April 24, 2017
Summary of the vendor focus group analysis (TASK 8)	No later than April 24, 2017
Summary of the TBE and TBE-eligible survey analysis (TASK 9)	No later than April 24, 2017
Briefing on preliminary research findings (TASK 10)	No later than May 15, 2017
Draft Report & Recommendations submitted to County Board Office (TASK 10)	No later than May 15, 2017
Final Report submitted to COUNTY Board Office (TASK 11)	No later than June 5, 2017
Presentation of Final Report (TASK 12)	No later than June 15, 2017