

Request for Proposals

**#17-040**

**Deferred Compensation Plan Consulting Services**

**RFP Issued:**  April 13, 2017

**Questions Due by:** 3:30 P.M., CST, April 24, 2017

**Proposals Due:** 1:00 P.M., CST, May 2, 2017

All Walworth County solicitations are posted on Demandstar by Onvia at: [www.demandstar.com](http://www.demandstar.com).

Consultants may register with Demandstar, at no charge, through the Wisconsin Association of Public Purchasers (WAPP) of which Walworth County is a participating member, at: <http://www.onvia.com/WAPP>

To ensure notification of future opportunities with Walworth County, **consultants must be registered.**

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**Deferred Compensation Plan Consulting Services**

# INTRODUCTION

Walworth County is in the process of reviewing the County’s Deferred Compensation Plan. The County desires to contract with a retirement plan advisor to review the County’s current 457(b) and 403(b) deferred compensation plan including reviewing employee investment options, evaluating the investment fees being incurred, suggesting potential options for the plan, assisting with an RFP process for 457(b) and/or 403(b) plan providers if deemed appropriate, and assisting with possible plan transition. The chosen consultant would also be expected to act in a continuing fiduciary capacity to monitor the program and provide County employees with education and advice related to their 457(b) and/or 403(b) plan options. This RFP defines Walworth County’s requirements for this service.

All parts, items, details of services or features not specifically mentioned which are regularly furnished in order to complete this type of work will be furnished at proposed pricing and shall conform in quality, workmanship and service to that usually provided by the practice as specified in this Request for Proposals.

Proposal conditions including either the word “must” or “shall,” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no consultant is able to comply with a given specification or condition, Walworth County Purchasing reserves the right to delete that specification or condition in the proposal.

Walworth County reserves the right to cancel any agreement that may result from this Request for Proposals with no penalty if the Walworth County Board of Supervisors fails to appropriate funds for this contract.

Consultants may attach additional information to this proposal.

# BACKGROUND

Walworth County’s Human Resources department administers the County’s Deferred Compensation Plan. The plan currently has approximately $40,000,000.00 in plan assets and 650 participants. The current recordkeeping provider is Nationwide Retirement Solutions for the 457(b) program and Ameriprise Financial, AXA Equitable, and Verisight Trust Company as three available 403(b) providers.

The County has approximately 985 active employees eligible to participate in the deferred compensation program. Of those eligible to participate, there is currently 337 employees actively deferring compensation into the Deferred Compensation Plan.

The responsibility for day-to-day administration, management and coordination of the County’s benefits programs rests with the Human Resources Department. The Employee Benefits Division staff includes one (1) Risk/Benefits Manager and two (2) Employee Benefits Specialists. The Employee Benefits staff is overseen by the Human Resources Director who reports to the County Administrator.

The consultant shall work directly with the Human Resources Director, Risk/Benefits Manager and the Employee Benefits Specialists. The consultant may be required to meet and work with the Board of Supervisors, County Administrator, committees, employee organizations, as well as employees and retirees at specially scheduled meetings.

# SCOPE OF SERVICES

The selected consultant will assist the Human Resources Department staff in developing Requests for Proposal (RFP) for various functions involved in the administration of the Deferred Compensation Plan, which may include some or all of the following:

* Third-party administration and recordkeeping services
* Plan audit services
* Services/programs which may or may not presently be included in the plan

The selected consultant will be required to assist in evaluating responses to those proposals and generating recommendations to the County for action. The selected consultant must be capable of drafting proposed RFP questionnaires, evaluation criteria, scoring methodologies, response summaries, recommendations for action, and other information as necessary to assist the County in evaluating the capabilities and soundness of firms submitting proposals.

The selected consultant will be required to provide assistance to the County in development/review of proposed contracts for the various plan-related services identified above which are periodically placed out to competitive bid. In addition, the selected consultant must be capable of drafting, reviewing and providing advice regarding amendments or extensions to existing contracts.

The selected consultant will be asked to provide input and advice with respect to defined contribution plan design, best practices, and benchmarking relative to the deferred compensation plan. This may include issues regarding:

* Determinations as to what services should be offered under the plan;
* Best practices in plan design and administration; and
* Measuring the success of the plan relative to plan mission/goals as well as other defined contribution plan sponsors.

The selected consultant will be asked to, on an as-needed basis, evaluate and provide commentary with respect to a variety of tax, technical and retirement plan issues for use in day-to-day administration of the program and/or in the research of related matters. The selected consultant must be capable of providing expert review and analysis with respect to the following:

* Proposed or actual State/Federal legislation and regulations affection 457(b) and/or 403(b) plans;
* Potential modifications to the County’s Plan document;
* Questions which may arise from time to time in the administration of the Plan concerning the interpretation of Federal rules and policies and their applicability to the County’s Plan; and
* A broad range of questions related to retirement or tax-deferred saving concepts or issues not necessarily directly related to Section 457(b)/403(b) defined contribution plan administration.

The selected consultant will be asked to create an investment policy and provide ongoing advice for updates to the investment policy.

The selected consultant will be asked to provide the following investment option monitoring/review services in accordance with the County’s Investment Policy Statement:

* Evaluate performance results and investment management fees relative to the appropriate benchmark and peer ranking for each investment fund option on a quarterly basis.
* Advise the County of significant changes impacting the County’s funds including management team depth and personnel stability, portfolio construction, adherence to style objectives, and organizational stability.
* Advise the County as to the continuing appropriateness of each Deferred Compensation Plan investment manager and each investment fund option, including making recommendations for termination as necessary and in accordance with the Plan’s Investment Policy Statement.
* Recommend modifications to the County regarding the overall investment program including the Investment Policy Statement, fund selection/deletion, and performance objectives and standards for each investment fund option.
* Inform the County of relevant investment, economic, and related trends and issues which may impact the Plan and its investment offerings.

The selected consultant will assist the County in developing procurements and search processes for investment management services. Investment management services includes professional management of mutual funds, separate accounts, variable annuities, commingled funds, bank/money market funds, certificates of deposit, and other such holding vehicles for all investment options made available within the Plan’s core investment menu.

The selected consultant must be able to provide assistance in the design/review of communications materials regarding various aspects of promoting the Plan or educating participants regarding various aspects of the Plan. Communications materials include Plan print materials such as account statements, program or benefit descriptions, and forms; Plan virtual materials such as videos and webinars on our Plan website; and Plan audio/verbal communications such as group meeting presentations or the automated telephone line.

The intent of this proposal is to award the project to the responsive/responsible qualified consultant providing the best services at a competitive price for all items included in this proposal as a whole project. Walworth County reserves the right to split up award if it is in the best interest of Walworth County.

# CONSULTANT REQUIREMENTS

Selected consultant will be required to work in conjunction with the County regarding all deferred compensation related activities and decisions. Consultant shall meet as requested to resolve problems. The successful consultant shall be required to meet the following minimum requirements:

1. Have broad experience in conducting related business with public employers.
2. Ability to provide market data for public sector employers.
3. Have proven experience in redesigning with providing fiduciary services, development of investment strategies, and conducting RFP and bid services for deferred compensation record keepers.
4. Consultant must possess a minimum of five (5) years of verifiable experience in providing deferred compensation plan consulting services in a governmental environment. Experience should include accounts equal or larger in size and scope of this Proposal.
5. Can demonstrate a breadth and depth of knowledge on the deferred compensation plan systems and be able to demonstrate significant experience with fund management.
6. Be properly licensed and incorporated to do business in the State of Wisconsin.
7. Consultant has proven ability to work with collectively bargained groups, employee groups, and Management of their client.
8. Have a proven reputation for keeping the client abreast of industry factors that impact the benefits plan and keeping the plan in compliance with all necessary regulations.
9. Can provide references and can demonstrate a reputation for timeliness and responsiveness.

# PROPOSAL SUBMITTAL

Interested Consultant(s) s shall submit six (6) paper copies of their sealed proposal and one (1) copy of their price proposal in the format set forth in Attachment B in a separate sealed envelope marked “Deferred Compensation Plan Consulting Services” by 1:00 PM, May 2, 2017 to:

Walworth Co. Dept. of Public Works

Purchasing Division

W4097 County Road NN

Elkhorn, WI 53121

# CONTRACT TERM

The contract term shall be for a period of three (3) years, with an option to extend for two (2) additional one (1) year periods, under the same terms and conditions as specified in the awarded proposal response, and by mutual consent of both parties. The commencement date of the service contract shall be August 1, 2017 or earlier if agreed upon by both parties.

# LICENSING, CERTIFICATION AND OTHER STATUTORY REQUIREMENTS

Consultant is responsible to comply with all statutory rules and regulations. All applicable federal, state and local laws, rules and regulations governing this type of service will apply and will be deemed incorporated into this project. These requirements shall be done at consultant’s expense, at no expense to the County.

# PROJECT SCHEDULE

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| --- | --- |
| Proposal Publication/Release Date: | April 13, 2017 |
| Questions due in writing by: | April 24, 2017 at 3:30 p.m. |
| Proposal Due Date and Time: | May 2, 2017, 2017 at 1:00 p.m. |
| Consultant Interviews/Presentations | May 18-19, 2017 (Tentative) |
| Reference Checks | May, 2017 |
| Contract Award | Estimated award at June 2017 Finance and Human Resources Committee Meetings |

# OTHER

1. The Consultant, including any subcontractors, must have the financial capability to undertake the requirement. In order to demonstrate its financial capability, Walworth County **may require** the submission of some or all of the financial information detailed below by both the Consultant and subcontractor if applicable. The requested information must be provided within five (5) working days of Walworth County’s written request.
2. Audited Financial Statements for the Respondent’s last three (3) fiscal years, including as a minimum the Balance Sheet, Statement of Retained Earnings, Income Statement and any notes to the statements.
3. If the date of the Financial Statements provided in A) above is more than three (3) months from the date on which Walworth County requests this information, the Respondent must also provide Interim Financial Statements consisting of a Balance Sheet and year to date Income Statement, as of two (2) months prior to the date of Walworth County’s request.
4. Evidence by certification from the Chief Financial Officer or an authorized signing officer of the Respondent, regarding the accuracy of any financial information provided.
5. Formal certification on proposer’s stationary signed by the owner or authorized officer of the company indicating the proposing firm has not filed for bankruptcy in any form, nor are there any current intentions of filing any type of bankruptcy proceedings. In the event a proposer has or is considering filing bankruptcy of any type, formal certification will take on the form of a written explanation of such filing, complete with history and current status.
6. A confirmation letter from the Respondent’s financial institution(s) outlining the total of lines of credit granted and the amount of credit that remains available and not drawn upon as of one month prior to the date of Walworth County’s request.
7. If any proposal is submitted by a joint venture, then the specific financial information requested may be required from each member of the joint venture depending on the magnitude and impact of their role in the joint venture.
8. If the Consultant or subcontractor is a subsidiary of another company, then the specific financial information requested is also required from the parent company.
9. The County shall be entitled to request the removal of individuals working on any project for any of the following grounds, provided that such request be in writing and shall specify the reasons for the County’s dissatisfaction:
10. unsatisfactory performance that causes negative operational impact at the County or causes the County to commit additional resources to avoid operational impact;
11. dishonesty or belligerent conduct;
12. lack of compatibility with County staff; or
13. violation of County rules or policies.

Upon such written request, the County and Consultant shall decide on a course of action to cure any such problems, provided that there shall be no cure opportunity required for problems involving categories (ii) or (iv) in the preceding sentence. In the event Consultant does not cure the problem within (7) days from the date of notice, Consultant shall remove such person and shall promptly provide a qualified replacement. The County will be liable for payment of services only up to the time of dismissal and provided then only if services rendered meet the minimum requirements of the County.

The Consultant is responsible for ensuring that any substitute personnel have comparable skills and experience. Resumes must be submitted for approval by Walworth County for substitute personnel. The County reserves the right to interview and approve of substitute personnel prior to commencement of activity on the project.

1. Walworth County reserves the right to perform Background Checks on consultants providing goods and/or services to the County.
2. Selected offeror(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract of any portion therein, or its right, title or interest in, to any person, Consultant(s) or Contractor(s) without the written consent of Walworth County. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract. The prime contractor shall be fully responsible for the acts, errors and omissions of the subcontractor.
3. The names and addresses of any Subcontractor proposed to be used to complete any of the work shall be stated in the consultant proposal document. State the capacity they would be used in and the approximate percentage of total services they would provide.

If Subcontractors are used, Walworth County will consider the proposing consultant to be the Prime Contractor who will be solely responsible in all contractual matters, including payment if any and all charges resulting from such Contractor/Subcontractor arrangements. The Prime Contractor will be fully responsible for the acts, errors and omissions of the Subcontractors. The Contractor shall cause appropriate provision of its proposal to be inserted in all subcontracts to ensure fulfillment of all contractual provisions by Subcontractors.

All Subcontractors must be licensed to practice in the State of Wisconsin and must have been in business for no less than 5 years.

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# CLARIFICATIONS

**Any questions concerning this RFP must be submitted in writing by 3:30 p.m., Friday, 04/24/2017** to Nick Cramer, Purchasing Manager, e-mail ncramer@co.walworth.wi.us or fax questions to (262) 741-3195.

No information provided verbally, or by any other personnel, will be considered binding.

Questions submitted should be labeled **“QUESTIONS FOR Deferred Compensation Plan Consulting Services”**

If a consultant discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency exists in the RFP, the consultant should immediately notify the buyer listed above of such error and request modification or clarification of the RFP document. In the event that it becomes necessary to provide additional clarifying data or information, that revises any part of this RFP, supplements or revisions will be provided to all recipients of this initial RFP via written amendment.

The issuance of a written amendment is the only official method whereby interpretation, clarification, or additional information can be given. Amendments will be posted on Demandstar by Onvia at: [www.demandstar.com](http://www.demandstar.com). Hard copies may be obtained from Walworth County Purchasing located at the Department of Public Works, W4097 County Road NN, Elkhorn, WI 53121 from 7:00 am to 3:30 pm Monday through Friday.

Consultants are responsible for checking the website for any future amendments, etc. prior to the opening date. Consultants who do not acknowledge the amendments in their response may have their proposal rejected.

The County reserves the right, at its sole discretion, to reject any or all proposals, issue addenda, request clarification, waive technicalities, alter the nature and/or scope of the proposed project, request re-submittals, and/or discontinue this process. Walworth County also reserves the right, in its sole discretion, to award a contract based upon the proposals received without prior discussion or negotiation with respect to those proposals.

Contact with any other party or attempts by bidders to contact any other party may result in the rejection of their proposal.

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# TERM, PRICING AND PAYMENT

**Term**

The term of the contract will be upon contract execution thru completion of services.

**Pricing**

Provide a schedule of fees (firm fixed cost) to fully provide the consulting services as required and listed in the Scope of Services. Items which are normally referred to as reimbursable expenses, including but not limited to transportation, long distance communications, and other documents, overtime work requiring higher than regular rates, additional insurance requested in excess of that normally carried by the Consultant, are to be included in the feefor which no additional compensation will be due.

## Rates of Additional Work

Include a list of the hourly rates in the pricing document onlyto be charged to the County in the event additional work is required beyond the scope of service stated. Any additional work **must be** authorized in writing and be based on the hourly rates as submitted in the Cost Proposal before additional cost may be incurred.

Include a cost for additional oral presentation(s), which are above and beyond the presentations listed in the Scope of Services, in the area provided on the pricing document.

**Payment**

Walworth County’s preference is to pay for goods/services on a P-Card. Indicate in the pricing document whether you will accept MasterCard for payment purchases without additional fees. Firm should note how many days afterreceipt and acceptance of services or receipt of invoice (whichever is later), payment must be processed to accept the credit. Please keep in mind that we will not process payment until/unless compliance with the requirements is confirmed and that Walworth County requires a minimum of two days to process p-card payments.

If you are unable to accept credit card, payment will be made within forty five days after acceptance of services and receipt of a properly documented invoice. Note: Invoice must be sent to the location specified on the purchase order to avoid delays in payment.

Firms who wish to quote a discount for early payment against a purchase order may do so (reference the payment terms of the Pricing Document). For example, 1%/10 days.

# PROPOSAL FORMAT & SUBMISSION

In order for an evaluation committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals must be submitted according to the following format. The proposal should be prepared simply and economically, providing straightforward and concise information as requested. *Every attempt should be made to use technological terminology that is common to the industry. Comparable terminology may be substituted where appropriate, if there is a use of clear and concise definitions.*

The format is presented below along with the minimum information that should be contained in each section, as well as responding to each component listed in the Detailed Consultant Requirements section. Each section shall be clearly identified and contain all of the information necessary to meet the minimum information required. **The responses should emphasize services and experiences, which most closely match those requested by Walworth County.** While the consultant should provide enough information to fully respond to each section, proposals should be as concise as possible.

1. **Table of Contents:** Include a clear identification of the material by section and by page number.
2. **Letter of Transmittal:** Briefly state the consultants understanding of the service to be provided and a positive commitment to perform the services as defined in the RFP. (Limit to one (1) or two (2) pages).
3. **General Information:** Include information as it pertains to the services, which are proposed. **In addition, respond to the Detailed Consultant Requirements section by providing in detail an explanation of how your services are able to meet (or exceed) the requirements.**
4. **Firm Experience:** Furnish information including the size of the firm, legal status (corporation, partnership, etc…) lines of business, management and technical expertise, financial position, and years in business. Also, describe any unique approaches or techniques developed and used by the firm that would give it an advantage in this engagement. **Financial viability of your firm will be a factor when determining the final award.**
5. **References:**  Consultant shall provide at least five (5) references of recent clients with similar requirements as specified in this proposal. Reference information shall include contact person, phone number, fax number, e-mail address of a person that may be contacted and relevant recent project information. Walworth County is especially interested in receiving references from government entities that most closely match the requirements as described in this Request for Proposals.
6. **Project Plan and Timetable:** Describe the project plan recommended by your firm to insure that the required services are met or exceeded. (First in summary and then in detail). **This plan should highlight all milestones and deliverables, starting dates and completion dates, project reporting, issue definition and resolution.**
7. **Exceptions:** Any desired exceptions to the terms and conditions of the Request for Proposals must be addressed to the specific paragraph where a conflict exists. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the proposer.

**H. Proof of Proposer’s Financial Stability:** Proposer must provide within five (5) Days, upon request, the following:

* 1. Formal certification on proposer’s letterhead signed by the owner or authorized officer of the company indicating the proposing firm has not filed bankruptcy proceedings. In the event a proposer has or is considering filing bankruptcy of any type; formal certification will take on the form of a written explanation of such filing, complete with history and current status.

Note: the selected proposer may be required to submit audited or sworn to accuracy financial statements for the proposer’s last two (2) fiscal years. Please state in your proposal response if your company cannot provide this information. This information will be required within five (5) days of request.

All proposals submitted will be binding for 90 calendar days following the proposal opening date unless consultant, upon request of the county, agrees to an extension.

All potential firms, by submission of their respective proposals, agree to abide by the rules, regulations and procedures of Walworth County. Walworth County reserves the right to cancel any order or contract for failure of the successful firm to comply with the terms, conditions and specifications of the contract.

# PIGGYBACK CLAUSE

Common purchasing practices in government include cooperative or “piggyback” purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the consultant, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the consultant must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Walworth County acts only as the “Contracting Agent” for those public agencies.

# WITHDRAWAL OF BID

After receipt by the Purchasing Division, consultant proposals may only be amended by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the Purchasing Division.

All proposals shall be valid for a period of ninety (90) days after the scheduled time of closing.

Offers may be withdrawn only in total and only by a written request to Walworth County Purchasing prior to the time and date scheduled for opening offers.

# ACCEPTANCE – REJECTION

Walworth County reserves the right to accept or reject any or all offers, in whole or in part, received in response to solicitations, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified offerors in any manner necessary to serve the best interest of Walworth County. Walworth County also reserves the right, in its sole discretion, to award a contract based upon the offers received without prior discussion or negotiation with respect to those offers. Therefore, offerors are cautioned that offers should be submitted initially on the most favorable terms.

All potential consultants, by submission of their respective offer, agree to abide by the rules, regulations and procedures of Walworth County. Walworth County reserves the right to cancel any order or contract for failure of the successful consultant to comply with the standard terms, conditions and specifications.

# NONCONFORMING TERMS AND CONDITIONS

A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document are **subject to rejection as nonresponsive**. Walworth County reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

# PROPOSED EVALUATION & SELECTION OF CONSULTANT

An award will be made to the responsive, responsible consultant who complies with the requirements and scores the highest total on the evaluation criteria as it pertains to the overall needs of Walworth County.

Proposals will be examined for responsiveness and responsibility. Responsiveness equates to whether or not the firm has the capabilities to successfully complete the services detailed herein.

The County reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

**Once responsiveness and responsibility are determined, the remaining proposals will be evaluated on the following criteria:**

1. Completeness of the proposal
2. Including clear understanding of requirements
3. Ability to meet the minimum requirements
4. Provided completed W-9 form
5. Provided project relevant references
6. Provided completed proposal form and table

**0-10 points**

II. Consultant’s experience, qualifications and ability to provide all required services in this Proposal. Evaluators will consider whether the list of exceptions hinder consultant’s ability to perform the requirements listed in this proposal? References should include companies of similar size with similar requirements as specified in this Proposal.

**0-25 points**

III. Service

1. Ability of consultant to render satisfactory service as specified in this proposal
2. Sufficient resources knowledgeable in deferred compensation and experience acting as a fiduciary, conducting RFP’s, establishing an investment policy, and providing recommendations for Fund selection based upon market knowledge.
3. Evaluation of consultant’s standard response time
4. Background of consultant, certifications and licensure proving expertise, demonstrated history of expertise in compliance of fiduciary responsibilities.
5. Distinctive service characteristics

**0-25 points**

IV. Consultant’s Proposed Pricing. The evaluation of each Consultant’s cost proposal will be conducted using the following formula:

Lowest Qualified Consultant Cost Total X 15= Points Award

This Consultant’s Cost Total

**0-15 points**

**Evaluations will be made on all proposals up to this point. Selected consultants will be invited to participate in the rest of the evaluation process.**

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V. Presentation/Demonstration \*

The proposers’ demonstration will be evaluated on the following areas:

1. Demonstrated ability to perform Scope of Services
2. Industry knowledge
3. Effectiveness of presentation materials
4. Service quality and resources available to assist in servicing the County
5. Cultural fit for County workforce

**0-25 points**

\*Only consultant finalists will receive points for an oral presentation and demonstration

The County will convene an evaluation team to evaluate responsive proposals using the evaluation criteria listed above. Evaluation team members will independently review and score each proposal. Such scores will be submitted to the County’s Purchasing Division Buyer for a master tabulation.

The evaluation team will then meet to review the composite technical scores. Evaluation team members may then discuss scores, strengths and weaknesses of proposals. Evaluation team members may adjust their scores if they choose to do so. If so, they will update their scoring sheets and submit the updated scoring to Purchasing for changing the composite score.

At this point, the evaluation team will decide whether to determine a “shortlist” of proposers for interviews. If the evaluation team elects to forego the interviews, the process is over, the scores will be calculated including costs and a recommendation will be made to the Finance Committee to award the highest scoring proposer.

The evaluation team may elect to interview the highest ranked proposers. If interviews are required, the Buyer will arrange structured interviews by each proposer on the shortlist. The sole purpose of the interviews is to give the proposers the opportunity to further clarify their proposal.

The 60-minute interview will be separated into the following parts:

Set up time 5% of the time

Consultant Presentation 30% of the time

Questions and answers 65% of the time

Please reserve the date(s) of May 18, 2017through May 19, 2017for a potential interview. **All respondents to the RFP will be notified by 12 p.m. on Tuesday, May 16, 2017 if they will or will not be scheduled for an interview.**

**REQUEST FOR CHANGES TO THESE DATES WILL NOT BE GRANTED**

At the conclusion of the interviews, the evaluation team members will re-score based on the written proposal and interview and submit their post interview scores to the buyer. The buyer will tabulate the scores and at this time, the cost will be added to the technical scores. Final scores will determine who is the highest rated consultant and recommendation for award will be made to the Finance Committee.

All materials submitted pursuant to this RFP become the property of Walworth County. Walworth County will work with consultants to meet their confidentiality requirements, provided that they are within reason. All consultant confidential material must have each page clearly marked as confidential. Wisconsin "Open Records Laws" apply.

Information about proposals which are submitted will not be released to anyone until the process is complete (which is contract execution) and a recommendation is ready for the Finance Committee. Members of the evaluation team will not release information to anyone except the Buyer listed herein.

Walworth County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that affect the County’s judgment as to the appropriateness of an award to the best-evaluated proposer.

# NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

Required Documents

Consultants must submit the following documents with their proposal. Any proposals received without the required documents may result in the proposal being rejected.

1. Attachment A – Consultant Proposal
2. Attachment B – Cost Proposal
3. Non-Collusion Affidavit
4. Signed Assurance of Compliance

**END OF DOCUMENT**

## EXHIBIT A

**INSURANCE REQUIREMENTS**

1. **Supplier shall furnish County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:**
   1. **Workers Compensation and Employers' Liability** - Worker's Compensation statutory - in compliance with the Compensation law have the State and Employers’ Liability insurance with a limit not less than $ 100,000 each accident.
   2. **Comprehensive or Commercial General Liability with a minimum limit of $1,000,000 per occurrence, $1,000,000 if aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but is not limited to, the following coverage:**
      1. Premises - Operations
      2. Products and Completed Operations
      3. Broad Form Property Damage
      4. Contractual

Personal Injury

If excavating, underground or collapse is involved the limits of liability stated above shall be changed to

$2,000,000.

* 1. **Liability with a minimum limit of $1,000,000 per occurrence/$1,000,000 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all of the following:**
     1. Owned Automobiles
     2. Hired Automobiles
     3. Non-Owned Automobiles

1. The certificate shall list the **Certificate Holder and address as follows:** Walworth County, Attn: Walworth County Purchasing, Department of Public Works, W4097 County Road NN, Elkhorn, Wisconsin 53121.
2. Such insurance shall include under the **General Liability and Automobile Liability Policies** Walworth County, its employees, elected officials, representatives, and members of its boards and/or commissions as **"Additional Insureds."**
3. Such insurance shall include a **thirty (30) day notice to the County prior to cancellation or material policy change.** The notice shall be given to Walworth County Purchasing, Department of Public Works, W4097 County Road NN, Elkhorn, Wisconsin 53121. **NOTE: Standard Cancellation Clause on a Certificate of Insurance is not acceptable.**
4. **Supplier shall require sub supplier; if applicable, to furnish identical Certificates of Insurance to Walworth County prior to contract taking effect.**

## EXHIBIT B

****

**VENDOR NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RETURN THIS DOCUMENT**

## EXHIBIT C

**CONSULTANT PROPOSAL DOCUMENT**

**RFP 17-040**

**Deferred Compensation Plan Consulting Services**

**Walworth County**

**02/23/2017**

**Name of Firm Proposing:**

**\*Contact Name:**

**Phone Number:**

**Email Address:**

**\*This should be the name of the individual that can provide clarifications on technical and pricing questions, additional information, etc.**

**NOTE: Proposers must provide answers to the following questions in the areas provided in this document. Proposers may provide additional documents; however, responses to the request and questions included in this document must be complete and must provide full answers and detailed information. Additional documents should not be used in place of responding to the questions herein; i.e. do not say “See attached” unless it is to further elaborate. For example, if in addition to providing references, you want to attach your entire client list as well, that would be acceptable.**

**Failure to comply with this requirement may result in disqualification of a proposal.**

**Proposers should not include any pricing information in the answers provided in this document. Pricing is to be included only in the Cost Proposal Document. Failure to comply with this requirement may result in disqualification of a proposal.**

**Eligibility Requirements:** Listed below are the eligibility requirements. Confirm at a high level your eligibility by line item providing a brief description on how you meet the requirement. Detailed information is requested elsewhere in this document.

1. Briefly describe your organization and its history, including number of locations and employees.

CONSULTANT RESPONSE:

1. Describe how your organization complies with Sarbanes-Oxley.

CONSULTANT RESPONSE:

1. How does your organization differ from your competitors

CONSULTANT RESPONSE:

1. Provide proof your company carries Errors and Omission (E&O) insurance coverage.

CONSULTANT RESPONSE:

1. Please indicate if you had any claims filed against you for Errors and Omissions in the last five years and provide a short description of such claims.

CONSULTANT RESPONSE:

1. Describe your organization's policy around maintaining client records in a HIPAA-secure environment.

CONSULTANT RESPONSE:

1. Provide the name and contact information of the primary contact, as well as other key consulting staff who will be assigned to our account. Describe their relevant work experience, credentials, and the role they will play on our account. List their current workloads and the number of clients you and they are responsible for.

CONSULTANT RESPONSE:

1. What is your client retention rate for those clients retaining your agency for strictly deferred compensation consulting and fiduciary compliance?

CONSULTANT RESPONSE:

1. What size client does your organization generally support?

CONSULTANT RESPONSE:

1. Describe how you propose to transition our account to your organization, should your organization be selected.

CONSULTANT RESPONSE:

1. Describe your services for program renewals and marketing, including Request for Proposal (RFP), Proposal Analysis, Carrier Selection and Implementation

CONSULTANT RESPONSE:

1. How do you monitor the performance of investment funds and fund managers?

CONSULTANT RESPONSE:

1. What can we expect for the day-to-day servicing of our account?

CONSULTANT RESPONSE:

1. Describe how your organization tracks objectives and activities associated with our organization.

CONSULTANT RESPONSE:

1. Provide an overview of your reporting and analytics capabilities.

CONSULTANT RESPONSE:

1. What types of Subject Matter Experts do you have and what types of services do they provide?

CONSULTANT RESPONSE:

1. What types of communication strategies can your organization provide to engage our employees, educate their families and drive action?

CONSULTANT RESPONSE:

1. Describe your organization’s services to directly assist our organization in maintaining compliance with Federal regulations related to deferred compensation plans.

CONSULTANT RESPONSE:

1. How does your organization update clients on trends, regulations and best practices?

 CONSULTANT RESPONSE:

1. Please describe your company’s philosophy on compensation arrangements and contingency fees.

CONSULTANT RESPONSE:

1. If you anticipate sub-contracting with anyone outside your organization, identify the party, their anticipated role in the project, and provide a resume for each party (i.e., actuarial services, financial/accounting services, legal counsel, other, etc…)

CONSULTANT RESPONSE:

1. Identify the types of information the County would be required to provide to enable your organization to complete the scope of services.

CONSULTANT RESPONSE:

1. Describe the scope of the data resources you maintain that allow you to evaluate deferred compensation plans.

CONSULTANT RESPONSE:

1. Identify any contractual arrangements that may conflict with your role as an independent contractor for Walworth County or which may result in any monetary compensation related to county contracts.

CONSULTANT RESPONSE:

1. Describe in detail your approach to providing Walworth County general consulting services. What do you perceive as your role? How would you analyze the County’s particular situation, problems and needs?

CONSULTANT RESPONSE:

1. Describe the means your firm uses to communicate and share information with clients, participants, and committees?

CONSULTANT RESPONSE:

1. Describe how your firm ensures consistent service to clients. Does your firm have procedures and organizational structures in place to assure consistent service? What is the turnaround time for all report and information requests?

CONSULTANT RESPONSE:

1. Please describe how your firm will monitor the deferred compensation plans to assure it is in compliance with all State and Federal regulations

CONSULTANT RESPONSE:

1. Please describe the types of reports your firm will provide both for the review of Management and possible presentation to County Supervisors. Please provide examples of report formats.

CONSULTANT RESPONSE:

1. Consulting firms servicing the deferred compensation market are expected to provide clients with a whole host of broker and consulting services. Please provide the following information:
   1. Explain the role your firm provides clients in the review of the deferred compensation program and fiduciary compliance. Also include your role in selecting Funds included in the investment mix and the contract with the record-keeper of the program.

CONSULTANT RESPONSE:

* 1. Describe how your firm assists clients and/or employees with questions and resolving issues.

CONSULTANT RESPONSE:

* 1. Describe how your firm assists with all state and federal compliance.

CONSULTANT RESPONSE:

* 1. Please provide a detailed sample of information/data you provide as backup for any solicitations you make on behalf of Walworth County.

CONSULTANT RESPONSE:

**VENDOR NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RETURN THIS DOCUMENT**

## EXHIBIT D

**Cost Proposal**

**RFP 17-040**

**Deferred Compensation Plan Consulting Services**

**Walworth County**

**02/23/2017**

**Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company FEIN #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Payment Terms:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Total Annual Cost for Deferred Compensation Plan Consulting Services:**

**$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / per year**

1. **List the hourly rates to be charged to the County in the event additional work is required beyond the scope of services stated:**

|  |  |
| --- | --- |
| **Description** | **Hourly Rate** |
|  |  |
|  |  |
|  |  |
|  |  |

1. **Will your company accept payment with a credit card? Yes\_\_\_\_ No\_\_\_\_**

**If yes, how many days after receipt of invoice (or acceptance of services, whichever is later) payment must be processed to accept the credit card? \_\_\_\_\_ of days.**

**VENDOR NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RETURN THIS DOCUMENT**

## **EXHIBIT E**

**References**

Provide references for similar contracts you have, preferably one who is a public sector client, which demonstrates your firm’s relevant experience. Include name, address and phone number of a person who can be contacted regarding the project.

**Reference 1:**

Name of Company or Vendor(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relevant Project Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Year of Service \_\_\_\_\_\_\_\_\_\_\_

**Reference 2:**

Name of Company or Vendor(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relevant Project Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Year of Service \_\_\_\_\_\_\_\_\_\_\_

**Reference 3:**

Name of Company or Vendor(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relevant Project Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Year of Service \_\_\_\_\_\_\_\_\_\_\_\_

**VENDOR NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RETURN THIS DOCUMENT**

**ASSURANCE OF COMPLIANCE**

**RFP 17-040**

**Deferred Compensation Plan Consulting Services**

**Walworth County**

**02/23/2017**

**GENERAL:** This form must be completed in its entirety and submitted with consultant response to acknowledge that consultant meets or exceeds the minimum requirements.

**INSURANCE:** Consultant certifies that the company / individual is in compliance with, or is prepared to comply with the insurance requirements as detailed in the RFP. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Walworth County Purchasing Division the County reserves the right to select another consultant.

**Acknowledgement of Insurance Requirements**  **\_\_\_\_\_\_\_\_ (initials)**

**CONTRACT TERMS:** Consultant has received and reviewed the enclosed Walworth County Standard Agreement and agrees to utilize it. **(Attachment A)**

**Acknowledgement of Standard Agreement** **\_\_\_\_\_\_\_\_ (initials)**

**BUSINESS ASSOCIATES AGREEMENT:** Consultant has received and reviewed the enclosed Business Associates Agreement (BAA) and agrees to utilize it. **(Attachment B)**

**Acknowledgement of BAA Agreement** **\_\_\_\_\_\_\_\_ (initials)**

**STANDARD TERMS & CONDITIONS:** Consultant has received and reviewed the enclosed Standard Terms & Conditions and agrees to abide by them. **(Attachment C)**

**Acknowledgement of Standard Terms & Conditions** **\_\_\_\_\_\_\_\_ (initials)**

**RECEIPT OF ADDENDUM:** Consultant acknowledges receipt and inclusion of Addendum

number \_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_.

**FORM OF PAYMENT:** Would company accept a Purchasing Card as a form of payment, without any minimums and/or additional fee(s)?  **\_\_\_\_ Yes \_\_\_\_ No**

**DEBARRED CONTRACTORS:** Acknowledgement that the consultant is not on the State of Wisconsin Department of Workforce Development list of debarred contractors with the effective dates during this project: **\_\_\_\_\_\_\_\_ (initials)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_I hereby certify that all statements herein are made on behalf of:

Name of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

## ATTACHMENT A

**SAMPLE CONTRACT**

**WALWORTH COUNTY**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** (the “Agreement”) is made and entered into as of

(Date of Agreement), by and between Walworth County, a municipal corporation (the County) and (Consultant Name), a (type of organization) with a federal employer identification number of (Employer Identification Number) and an address of (Consultant’s Address)

**WHEREAS**, (Consultant Name) is an (type of business) firm licensed to practice in the State of Wisconsin, and possesses considerable experience in (services to be provided);

**WHEREAS,** Walworth County is interested in obtaining the (services to be provided) in order to provide (services to be provided);

**NOW, THEREFORE,** in consideration of the promises, terms and conditions hereof, the County and (Consultant Name) agree as follows:

1. Term: The term of this agreement shall be (date of agreement terms.
2. Services: At the request of the (Title of Department Head in Charge of the contract) or his/her designee, (Consultant Name) will provide (type of services to be provided) pursuant to the Request for Proposal attached hereto as “Exhibit A”, (Consultant Name)’s response to the Request for Proposal attached hereto as “Exhibit B”. (Consultant Name) will have sole and exclusive control over the manner and means by which the services are provided.
3. Professional Status: (Consultant Name) shall remain licensed to practice as a consulting firm in Wisconsin during the term of this Agreement. (Consultant Name) shall keep in force liability insurance to insure himself for any malpractice, injury or damage to persons or property that may be caused by (Consultant Name) in the performance of his/her obligations under this agreement.
4. Warranty: (Consultant Name) warrants that the services provided shall be performed by qualified and competent personnel in accordance with industry practice and the high standards of care and practice appropriate to the nature of the services rendered and that any materials, equipment and goods furnished shall be free of defects. (Consultant Name) further warrants, for a period of one year following acceptance of services that upon completion the services provided under this Agreement shall conform in all respects to all specifications and be fit for the particular purpose intended by County.
5. Taxes: (Consultant Name) understands that they are responsible for all applicable taxes. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by County on behalf of (Consultant Name) or any employees of (Consultant Name). (Consultant Name) shall provide the Walworth County Department of Finance with a federal employer identification or social security number to allow for proper reporting to federal tax authorities.
6. Benefits: (Consultant Name) understands that there are no health, dental, retirement or other benefits offered by the County with respect to the services provided pursuant to this agreement.
7. Fees: (Consultant Name) shall be paid (fee to be paid) provided pursuant to this Agreement.
8. Termination: (Consultant Name) services may be terminated as follows:
   1. By (Consultant Name) (Consultant Name) may, upon 30 days prior written notice to Walworth County, for any reason, elect to terminate the services provided hereunder.
   2. By Walworth County. The Walworth County Human Resources Director may, upon prior written notice to the County Administrator and (Consultant Name), for any reason, elect to terminate the services provided by (Consultant Name) under this Agreement.
9. Dispute Resolution: Any disputes under this Agreement or related to this Agreement shall be resolved in accordance with the laws of the State of Wisconsin.
10. Indemnification: Consultant agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all liability including claims, demands, damages and expenses of every kind including damage to persons or property arising out of or in connection with, or occurring during the course of this agreement where such liability grows out of acts or omissions of any agent or employee of Consultant.
11. Force Majeure: (Consultant Name) shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this agreement with result from events beyond its control, including interruption of business activities of (consultant name) to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, mechanical or other malfunction.
12. Notices: Any Notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed as follows:

If to the County: (Department Head Title in Charge of the Project)

(Address of Department

Elkhorn, Wisconsin 53121

with a copy to: David A. Bretl, County Administrator

If to (Consultant Name):

(Consultant Street Address)

(Consultant City, State & Zip Code)

Either party may change its address by giving notice thereof in accordance with the terms of this paragraph.

1. General Provisions:
   1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
   2. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.
   3. Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto.
   4. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements or/and understandings, whether written or oral, with respect to the subject matter hereof. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by Walworth County and (Consultant Name).
   5. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument. A facsimile signature will have the same legally binding effect as an original signature.
2. Other: County reserves the right to terminate this agreement at the end of any calendar year if the of Supervisors fails to provide funding for any ensuing year.

15. Designated Persons. Walworth County hereby authorizes the (Title of Department Head in Charge of the project) to act on behalf of the County, to interact with (Consultant Name) regarding the project, and (Consultant Name) may rely on any instructions received from the Human Resources Director; provided however, that this agreement may not be amended without the prior approval of Walworth County. Walworth County may designate additional designated persons or remove designated persons from time to time by written notice to (Consultant Name).

Dated this (Date of Agreement):

Walworth County

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kimberly S. Bushey, County Clerk

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Consultant Name)

## ATTACHMENT B

**SAMPLE BUSINESS ASSOCIATE ADDENDUM**

**APPENDIX**

Business Associate Addendum

This Addendum is incorporated into the Agreement by and between Walworth County a “Covered Entity” (Herein after called Purchaser), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a “Business Associate" (Herein after called “Provider”) In the event of conflicting terms or conditions, whichever is more restrictive shall apply.

**RECITAL**

This Addendum is intended to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), HIPAA’s implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations and the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”).

**AGREEMENTS**

1. Coverage of Purchaser's Activities on Provider's Behalf under HIPAA.

(a) Except as set forth in subsection 1(b) of this section, Purchaser and Provider acknowledge that Provider may be considered a Business Associate of Purchaser due to the provision of qualifying services to Purchaser under this Agreement. Provider agrees to comply with requirements applicable to Business Associates as set forth below with respect to its activities under this Agreement.

1. If there are changes or clarifications to the HIPAA statute, regulations or guidance issued by the U.S. such that Provider is no longer deemed to be a “Business Associate”, then Provider shall not be required to comply with this Addendum.
2. Definitions. Capitalized terms used in this Addendum shall have the meanings given to them in Title 45, Parts 160 and 164 of the Code of Federal Regulations.
3. Permitted Uses and Disclosures. Except as otherwise limited in this Addendum, Provider may use or disclose PHI & EPHI to perform functions, activities, or services for, or on behalf of, Purchaser as specified in the Service Agreement, only to the extent necessary to satisfy Provider’s obligations under this agreement.
4. Use of PHI & EPHI for Certain Provider Operations. Provider may use or disclose PHI & EPHI it creates or receives for or from Purchaser only to the extent necessary for Provider's proper management and administration or to carry out Provider's legal responsibilities, or if:

(a) The disclosure is required by law; or

(b) Provider obtains reasonable assurance, evidenced by written contract, from any person or organization to which Provider shall disclose such PHI & EPHI that such person or organization shall:

(i) hold such PHI & EPHI in confidence and use or further disclose it only for the purpose for which Provider disclosed it to the person or organization or as required by law; and

(ii) notify Provider (who shall in turn promptly notify Purchaser) of any instance of which the person or organization becomes aware that the confidentiality of such PHI & EPHI was breached.

1. except as otherwise limited in this Addendum, Provider may use PHI & EPHI to provide Data Aggregation services to Purchaser as permitted by 45 CFR § 164.504(e)(2)(i)(B).
2. Provider may use PHI & EPHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502 (j) (1).

5. Health Information Safeguards. Provider shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI and EPHI received from or on behalf of Purchaser and shall comply with the Privacy and Security provisions of HIPAA as they apply to Provider.

6. Electronic Health Information Security and Integrity. Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, section 1320d-2(d) of the United States Code and Title 45, Part 142 of the CFR, the HITECH Act and any other implementing regulations issued by the U.S. , as such may be amended from time to time, to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Purchaser pertaining to an Individual. Provider shall document and keep these security measures current. Provider shall notify Purchaser should Provider determine it is unable to comply with any such law, regulation or official guidance. Further, Provider shall comply with any applicable state data security law.

7. Protection of Exchanged Information in Electronic Transactions. If Provider conducts any Standard Transaction for or on behalf of Provider, Provider shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Provider shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Provider that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).

8. Obligations and Activities of Provider.

1. Provider agrees to not use or disclose PHI & EPHI other than as permitted or required by the Addendum or as Required by Law.
2. Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI & EPHI other than as provided for by this Addendum.

9. Obligations and Activities of Purchaser.

* 1. Purchaser shall notify Provider of any limitation(s) in its notice of privacy practices of Purchaser, to the extent that such limitation may affect Provider’s use or disclosure of PHI & EPHI.
  2. Purchaser shall notify Provider of any changes in, or revocation of, permission by Individual to use or disclose PHI & EPHI, to the extent that such changes may affect Provider’s use or disclosure of PHI & EPHI.
  3. Purchaser shall notify Provider of any restrictions to the use or disclosure of PHI & EPHI that Purchaser has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Provider’s use or disclosure of PHI & EPHI.
  4. Purchaser shall not request Provider to use or disclose PHI & EPHI in any manner that would not be permissible under the Privacy Rule if done by Purchaser.
  5. Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI & EPHI by Provider in violation of the requirements of this Addendum.
  6. Provider shall report to Purchaser any use or disclosure of PHI & EPHI not authorized by this Addendum. Provider shall make the report to Purchaser’s Privacy Official, not less than one business day after Provider learns of such unauthorized use or disclosure.
  7. If Provider provides any PHI & EPHI which was received from, or created for, Purchaser to a subcontractor or agent, then Provider shall require such subcontractor or agent to agree by a written contract to the same restrictions and conditions as are imposed on Provider by this Agreement.
  8. Provider agrees to provide access, inspect or copy PHI & EPHI in Provider’s custody or control that pertains to such Individual as required by 45 CFR §164.524.
  9. Provider shall, upon receipt of notice from Purchaser, promptly amend or correct PHI & EPHI received from or on behalf of Purchaser.
  10. Provider shall make its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI & EPHI received from or on behalf of, or created for, Purchaser available to Purchaser, or at the request of Purchaser, to HHS or its designee for the purpose of determining Purchaser’s compliance with provisions of Title 45, Parts 160 and 164 of the CFR. Provider shall promptly notify Purchaser of communications with HHS regarding PHI & EPHI provided by or created by Purchaser and shall provide Purchaser with copies of any information Provider has made available to HHS under this provision.
  11. Provider agrees to document and to provide Purchaser with a list of those disclosures of PHI & EPHI made by Provider or its subcontractors or agents for which Purchaser is required to account, pursuant to 45 CFR 164.528. Provider agrees to provide to Purchaser information collected to permit Purchaser to respond to a request by an Individual for an accounting of disclosures of PHI & EPHI in accordance with 45 CFR 528. Provider will make a log of disclosure information available to Purchaser within five (5) business days of Purchaser’s request.

10. Disclosure Tracking. Provider will promptly report to Purchaser for each disclosure, not excepted from

disclosure, that Provider makes to Purchaser or a third party of Protected Health

Information that Provider creates or which it receives from the Purchaser or on the Purchaser’s behalf:

1. the disclosure date;
2. the name and (if known) address of the person or entity to whom Provider made the disclosure;
3. a brief description of the Protected Health Information disclosed; and
4. a brief statement of the purpose of the disclosure (items a-d, collectively, the “disclosure information”). For repetitive disclosures Provider makes to the same person or entity (including Purchaser) for a single purpose, Provider may provide:
   1. the disclosure information for the first of these repetitive disclosures;
   2. the frequency, periodicity or number of these repetitive disclosures; and
   3. the date of the last of these repetitive disclosures.
5. Provider further shall provide any additional information, to the extent required by the HITECH Act or any regulation adopted pursuant thereto.
6. Exceptions from Disclosure Tracking. Provider need not report disclosure information or otherwise account for

disclosures of Protected Health Information that this Agreement or Purchaser in writing permits or requires in the following circumstances:

* 1. for the purpose of treatment activities, payment activities, or health care operations (except where such recording or accounting is required by the HITECH Act) and as of the effective dates of any such requirements;
  2. to the Individual who is the subject of the Protected Health Information disclosed, to that Individual’s personal representative or to another person or entity authorized by the Individual;
  3. to persons involved in that Individual’s health care or payment for health care;
  4. for notification for disaster relief purposes;
  5. for national security or intelligence purposes;
  6. to law enforcement officials or correctional institutions regarding inmates; or
  7. disclosure in a limited data set.

Provider need not report any disclosure or Protected Health Information that was made before April 14, 2003.

Provider will not respond directly to an Individual’s request for an accounting of disclosures. Provider will refer the Individual to Purchaser’s Privacy Official so that Purchaser’s Privacy Official can coordinate and

Prepare a timely accounting to the Individual.

However, when Provider is contact directly by an individual based on information provided to the individual byPurchaser, Provider shall make the accounting of disclosures available directly to the individual, but only if

required by the HITECH Act of any related regulations.

12. Term and Termination.

(a) Except as set forth in Subsection 10(b), upon termination, cancellation, expiration or other conclusion of this Agreement, Provider, if feasible, shall return to Purchaser or destroy all PHI and all Health Information, in whatever form or medium (including in any electronic media under Provider's custody or control), that Provider received from or on behalf of Provider, including any copies of and any Health Information or compilations derived from and allowing identification of such PHI or such Health Information. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Provider. Provider shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement. Within such 30-day period, Provider shall certify on oath in writing to Purchaser that such return or destruction has been completed or, if return or destruction is not feasible written justification explaining why such PHI could not be returned or destroyed.

* 1. Section 10(a) shall not apply to any PHI, EPHI and Health Information that Provider is required to retain in its business capacity, including but not limited to treatment records and billing records that Provider must retain pursuant to state laws and regulations. To the extent possible, this Subsection 10(b) shall constitute written justification explaining why such PHI cannot be returned or destroyed. Provider shall provide additional written justification upon the request of Purchaser at the termination of the Agreement.

13. Breach of Privacy Obligations.

(A) Reporting. Provider will report to Purchaser: (i) any use or disclosure or Protected Health Information (including Security Incidents) not permitted by this Agreement or in writing by the Purchaser; (ii) any Security Incident; (iii) any Breach, as defined in the HITECH Act; or (iv) any other breach or a security system, or the like, as such may be defined under applicable law (collectively a “Breach”). Provider will promptly, without unreasonable delay, make the report to Purchaser in investigating the Breach and in meeting Purchaser’s obligation under the HITECH Act, and any other security breach notification law or regulatory obligations.

(1) Report Contents. To the extent such information is available Provider’s report will at least:

(a) Identify the nature of the Breach, including the date of the Breach and the date of discovery of the Breach;

(b) Identify the Protected Health Information used or disclosed, and provide an exact copy or replication of the Protected Health Information, as appropriate, in a format reasonably requested by Purchaser, and to the extent available;

(c) Identify who made the Breach or received the Protected Health Information disclosure;

(d) Identify what corrective action Provider took or will take to prevent further Breaches;

(e) Identify what Provider did or will do to mitigate any deleterious effect of the Breach; and

(f) Provide such other information, including a written report, as Purchaser may reasonably request.

(2) Examples of Security Incidents. Purchaser requires prompt notification from Provider if Provider experiences any Security Incidents that impact the confidentiality, integrity or availability of Purchaser data or information systems. Below are some examples:

(a) Provider’s information systems are exposed to malicious code, such as a virus or worm, and such code could be transmitted to Purchaser’s data or systems.

(b) Unauthorized access is granted or obtained to servers or workstations that contain Purchaser data or Provider discovers that Purchaser data is being used, copied or destroyed inappropriately.

(c) Provider experiences an attack or the compromise of a server or workstation containing Purchaser information requiring that it be taken offline.

(d) Unauthorized access or disclosure has occurred involving Protected Health Information, which is an obligation under the HIPPA Privacy Rule.

(3) Unsuccessful Security Incidents. The parties acknowledge and agree that this section constitutes notice by Provider to Purchaser of the ongoing existence and occurrence of attempted by Unsuccessful Security Incidents for which no additional notice to Purchaser shall be required. “Unsuccessful Security Incidents” shall include, but not be limited to, pings or other broadcast attacks on Provider’s firewall, port scans, unsuccessful log-on attempts, denials of services and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Protected Health Information.

(4) Breach of Unsecured Protected Health Information. A Breach of Unsecured Protected Health Information includes any Breach as defined in the HITECH Act or regulations adopted pursuant thereto.

(5) Medicare Vendor Reporting Requirements. To the extent that Provider is subject to any Center for Medicare and Medicaid (“CMS”) incident reporting requirements (including applicable timeframes for such reporting) as detailed in the services agreement between Purchaser and Provider (including any amendments, exhibits, or addenda), Provider shall comply with all such reporting requirements, in addition to those imposed hereby.

(B). Breach. Without limiting the rights of the parties elsewhere set forth in the Agreement or available under applicable law, if Provider materially breaches it obligations under this Agreement, Purchaser, at its option:

(1) Exercise any of its rights of access and audit of this Agreement.

(2) Require Provider to submit to a plan of monitoring and reporting, as Purchaser may determine appropriate to maintain compliance with this Agreement. Purchaser shall retain the right to report to the Secretary any failure by Provider to comply with such monitoring and reporting; or

(3) Immediately and unilaterally terminate the Agreement, without penalty to Purchaser or recourse to Provider, and with or without an opportunity to cure the breach. Purchaser’s remedies under this section and set forth elsewhere in this Agreement shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. In for any reason Purchaser determines that Provider has breached the terms of this Agreement and such breach has not been cured, but Purchaser determines that termination of this Agreement is not feasible, Cover Entity may report such breach to HHS.

(C). Mitigation. Provider agrees to mitigate to the extent practicable, any harmful effect that is known to Provider of any security incident related to Protected Health Information or any use or disclosure of Protected Health Information by Provider in violation of the requirements of this Agreement.

14. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with regard to any obligations for Providers under HIPAA, this Agreement shall automatically amend so that the obligations imposed on Provider remain in compliance with such regulations.

15. Survival. The respective rights and obligations of Provider under this Addendum to protect PHI & EPHI shall survive any termination, cancellation, expiration or other conclusion of this Agreement.

**IN WITNESS WHEREOF,** duly authorized representatives of each of PURCHASER and the PROVIDER have executed this BAA as of the Effective Date.

Provider:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Walworth County:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HIPAA/Business Associate Addendum

v.February 1, 2010

## ATTACHMENT C

**STANDARD TERMS AND CONDITIONS**

Walworth County Purchasing Division

**1.01 APPLICABILITY**:

A. The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Qualifications (RFQ), Bids (RFB), Written Quotes (RFWQ) and all other transactions whereby Walworth County acquires goods and/or services.

B. These Standard Terms and Conditions apply to any contract, including any purchase order awarded as a result of this request. Special requirements of a resulting contract may also apply.

**1.02 POSTING OF SOLICITATIONS:**

A. All Walworth County solicitations are posted on Demandstar by Onvia at: www.demandstar.com

B. Walworth County will make no attempt to contact vendors with updated information. It is the offeror’s responsibility to check this website for amendments, questions, revisions, etc., prior to the solicitation deadline. Offers that do not acknowledge amendments / addendums may be rejected.

**1.03 INQUIRIES – SINGLE POINT OF CONTACT:**

A. All communications concerning the solicitation are to be directed to the Buyer listed on the solicitation. Unless otherwise noted, questions must be received no later than the date stated in the solicitation.

B. Communications (in writing) will be received between 7:00am and 3:30pm, Monday through Friday with the exception of legal holidays.

C. No information provided verbally, or by parties other than the Buyer, will be considered binding.

D. Contact with any other party or attempts by bidders to contact any other party may result in the rejection of their proposal.

E. Unless the vendor clearly indicates in their response that the product offered is an “equal” product, it will be implied that the proposal will provide the brand, name, manufacturer, stock number or product specified.

**1.04 SUBMISSION OF PROPOSALS:**

A. All offers will be addressed to Walworth County Purchasing, Department of Public Works, W4097 County Road NN, Elkhorn, WI 53121 or delivered to the Department of Public Works, Purchasing Division, in Elkhorn.

B. Offers must be clearly labeled with offeror name, return address, offer title, date and the name of the primary contact for questions/clarifications. Offerors are required to use Walworth County forms; i.e., Offer Sheets, Price Sheets, etc. Late responses will not be accepted, will be returned unopened, and will not be considered.

C. Proposals must be dated and time stamped by the Walworth County Purchasing Division on or before the date and time due. Proposals submitted or time stamped in another office will be rejected. Actual receipt in the office of the Purchasing Division is mandatory.

D. All proposals will be opened and recorded in the Walworth County Public Works Conference Room No.102 located at W4097 County Road NN, Elkhorn, WI 53121

**1.05 ACCEPTANCE – REJECTION:**

A. Walworth County reserves the right to accept or reject any or all offers, in whole or in part, received in response to solicitations, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified offerors in any manner necessary to serve the best interest of Walworth County. Walworth County also reserves the right, in its sole discretion, to award a contract based upon the offers received without prior discussion or negotiation with respect to those offers. Therefore, offerors are cautioned that offers should be submitted initially on the most favorable terms.

B. All potential vendors, by submission of their respective offer, agree to abide by the rules, regulations and procedures of Walworth County. Walworth County reserves the right to cancel any order or contract for failure of the successful vendor to comply with the standard terms, conditions and specifications.

**1.06 FUND APPROPRATION CONTINGENCY:**

A. Walworth County reserves the right to cancel any agreement that may result from any solicitation, with no penalty, if the Walworth of Supervisors fails to appropriate funds for the contract.

**1.07 METHOD OF AWARD:**

A. The successful offeror shall be required to enter into a contract agreement with the County. Any agreement or contract resulting from the acceptance of the offer shall be on forms either supplied by the County or approved by the County.

B. All offerors, by submission of their respective offer, agree to abide by the rules, regulations, and procedures of Walworth County. Walworth County reserves the right to cancel any order or contract for failure of the successful offeror to comply with the terms, conditions and specifications of the offer and/or contract.

**1.08 TAXES:**

A. Walworth County is a tax-exempt municipality under WI Stats. 77.54(9a).

B. The State of Wisconsin Department of Revenue has issued tax exempt number CES045129 to Walworth County.

C. Walworth County’s Federal Tax ID Number 39-6005752

**1.09 SUBCONTRACTING:**

A. Selected offeror(s) will not be permitted to sublet, sell transfer, assign or otherwise dispose of the contract of any portion therein, or its right, title or interest in, to any person, Vendor(s) or {Type of Organization} without the written consent of Walworth County. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract. The prime contractor shall be fully responsible for the acts, errors and omissions of the subcontractor.

**1.10 ALTERNATES:**

A. The specifications in this solicitation 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.

B. When alternates are proposed, they must be identified by manufacturer, stock number or such other information necessary to establish equivalency.

C. It is the vendor’s responsibility to clearly indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to establish equivalency.

D. Walworth County shall be the sole judge of equivalency.

E. Failure to furnish adequate data for evaluation purposes may result in declaring the offeror non-responsive.

**1.11 EXCEPTIONS:**

A. Offerors are required to list any and all exceptions to any items when submitting their offer for review by the County.

**1.12 DELIVERY:**

A. Where applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.

B. County will reject shipments sent C.O.D. or freight collect.

**1.13 OFFEROR’S RELATIONSHIP TO WALWORTH COUNTY:**

A. Offeror’s Relationship to Walworth County: It is expressly agreed and understood that the successful offeror is in all respects an Independent Contractor as to the work, and the offeror is in no respect an agent, servant, or employee of Walworth County. The contract will specify the work to be done by the offeror, but the method utilized to accomplish the work shall be the responsibility of the offeror.

**1.14 WORK / SITE RULES:**

A. Offeror shall comply with Walworth County’s work/site rules. Vendor shall comply and accept exclusive responsibility for each individual employee while on Walworth County property.

**1.15 REFERENCES:**

A. Offeror shall provide references of recent clients with similar requirements as specified in the solicitation.

**1.16 BACKGROUND CHECKS:**

A. Walworth County reserves the right to perform Background Checks on vendors providing goods and/or services to the County.

**1.17 WITHDRAWAL:**

A. All proposals shall be valid for a period of ninety (90) days after the scheduled time of closing.

B. Offers may be withdrawn only in total and only by a written request to Walworth County Purchasing prior to the time and date scheduled for opening offers.

**1.18 COOPERATIVE USE OF CONTRACT:**

A. Common purchasing practices in government include cooperative or “piggyback” purchasing among various units of government or municipalities. This agreement may be extended for use by other governmental agencies, at the same prices and/or discounts and terms and conditions. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and with the approval of the offeror. Each respective unit of government will place orders, issue purchase orders, dispute contracts, and make payment directly to the offeror. Walworth County acts only as the “Contracting Agent”.

**1.19 OFFEROR SUPPLIED DOCUMENTATION / MATERIALS:**

A. All offeror-supplied materials, including the offer, become the property of Walworth County. Walworth County will work with offerors to meet their confidentiality requirements, provided they are within reason. All offeror confidential material must have each page clearly marked as confidential. Wisconsin “Open Records Laws” apply.

**1.20 PRESENTATION COSTS:**

A. Walworth County will not be liable in any way for any costs incurred by offerors in the presentation of their response to solicitations nor for the participation in any discussions or negotiations.

**1.21 LICENSURE, CERTIFICATION AND OTHER STATUTORY REQUIREMENTS:**

A. Offeror is responsible to comply with all statutory rules and regulations. All applicable federal, state and local laws, rules and regulations governing the service described in the specification will apply and will be deemed incorporated into the agreement. These requirements shall be done at the offeror’s expense, at no expense to Walworth County.

B. A portion, or all of this project, may be subject to Wisconsin or Federal Grant Funding. Contracted vendor shall be responsible for ensuring compliance with grant funding requirements. If any of the services performed under this agreement are subcontracted, the selected vendor shall ensure compliance by all subcontractors. Vendor(s) must comply with all reporting requirements of any grant as a result of this solicitation.

C. Walworth County, Auditor of the State of Wisconsin or any duly authorized representatives will have full access to and the right to examine any pertinent books, documents, paper and records of any invoicing transactions related to this project, for a period of five (5) years after from the later of the expiration or termination of the contract agreement.

D. Walworth County promotes and encourages participation of small and disadvantaged businesses, women’s business enterprises and minority businesses. Walworth County requires all contracted vendors and subcontractors to promote the participation from these entities.

**1.22 APPLICABLE LAW:**

A. Contractual agreements shall be governed under the laws of the State of Wisconsin. The offeror 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 the contract and which in any manner affect the work or its conduct. Walworth County reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal or State procurement and non-procurement contracts.

**1.23 UNIT PRICE TO PREVAIL:**

A. Unit Price to Prevail: In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by Walworth County.

**1.24 PAYMENT TERMS AND INVOICING:**

A. Payment Terms and Invoicing: Walworth County normally will pay properly submitted invoices within forty-five (45) days of receipt, providing goods and/or services have been delivered, installed (if required), and accepted as specified.

**1.25 METHOD OF AWARD:**

A. Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous Proposal submitted to the County on a quality versus price basis.

B. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

**END OF STANDARD TERMS AND CONDITIONS**

## NON-COLLUSION AFFIDAVIT

**RFP 17-040**

**Deferred Compensation Plan Consulting Services**

**Walworth County**

**02/23/2017**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ deposes

and says; that

(Name of Agency/Applicant)

has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition in conjunction with the foregoing person.

That this proposal has been independently arrived at without collusion with any other applicant or any other competitor or potential competitor.

That this proposal has not been knowingly disclosed prior to the opening of proposals to any other applicant or competitor.

That no attempt has been made to induce any other person or firm to submit or not to submit a proposal.

That the above statement is sworn to be accurate under penalty of perjury.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Subscribed and Sworn to before me this day , 20\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires