



CITY OF  
**SUN PRAIRIE**  
*Wisconsin*

**CITY OF SUN PRAIRIE  
REQUEST FOR PROPOSALS**

**RFP# 21-HR24**

ORGANIZATIONAL EQUITY AUDIT IN TWO PARTS

Date Issued: Friday, June 25, 2021

**SUBMIT RFP TO**

City of Sun Prairie

Human Resources Department

300 E Main St

Sun Prairie, WI 53590

**SUBMISSION DEADLINE**

Friday, July 30, 2021, 4:00 PM

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## I. NOTICE TO PROPOSERS

### A. Summary

The City of Sun Prairie WI (population 35,985) employs 240 full-time and 34 regular part-time staff. These employees work in the following city departments: City Administrator's Office, Community Development, Police, Public Services, Administrative Services, Library, EMS, the City Attorney's Office, and Sun Prairie Utilities.

Sun Prairie has been on the DEI awareness journey (see attached DEI History timeline) for several years and is now seeking proposals from consultant firms, non-profits, and other organizations with expertise in providing professional consulting services to assist us in identifying shortcomings and solutions to build a more diverse and inclusive organization for employees and the community in which we serve. Sun Prairie is seeking the development of a city-wide Diversity, Equity and Inclusion (DEI) program. We need assistance to identify blind spots and processes that perpetuate systemic injustice, and identify current successes, areas for improvement. Sun Prairie is looking for a consultant to recommend strategies for our next steps and develop a framework to carry forward this important work.

**Proposers are required to submit cost for part one and/or part two separately.**

### B. Important Dates

Deliver proposals no later than the due time and date indicated below. The City will reject late proposals:

Issue Date: **Friday, June 25, 2021**  
Questions Issue Date: **Monday, July 12, 2021**  
Answers Posted Date: **Friday, July 16, 2021**  
Due Date: **Friday, July 30, 2021, 04:00 PM CST**

### C. How to Submit a Proposal

All required documentation must be submitted in the following way:

- Three (3) Original Paper hard copies **AND**
- One (1) PDF electronic copy via email or on a flash drive with the hard copies.

Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version (if applicable).

Electronic proposal in a PDF format stored on a flash drive, identical in content and sequence to hardcopy proposal. Cost must be submitted separately.

Signature Affidavit (Form A): Three Copy  
Receipt of Forms (Form B): Three Copy  
Vendor Profile and Qualifications (Form C): Three Copy  
References (Form D): Three Copy

Insurance and Indemnification (Form E): Three Copy  
Cost Proposal (Form F): One Copy for each part in separate sealed envelopes

All proposal costs are the expense of the proposer. The City will not consider illegible proposals. Elaborate proposals beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Complete and return Forms A through F to City of Sun Prairie Clerk's Office by **Friday, July 30, 2021, 04:00 PM CST**.

All proposals must be clearly labeled:

Proposer's Name and Address  
RFP #: 21-HR24  
Title: Organizational Equity Audit - Part I and/or Part II  
Due: **Friday, July 30, 2021, 04:00 PM CST**

All email correspondence must include RFP # in the subject line.

Delivery of hard copies to: Drop box at City Hall  
300 East Main Street  
Sun Prairie, WI 53590

Delivery of hard copies to: City of Sun Prairie Clerk's Office  
300 East Main Street  
Sun Prairie, WI. 53590

Delivery of electronic copy to: via email to [treasurer@cityofsunprairie.com](mailto:treasurer@cityofsunprairie.com)  
or on a commonly used media with the hard copies

**Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.**

Note: When mailing your response via a third party delivery service, the outside of the packaging must be clearly marked with the RFP name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

#### D. Contact Information

The City of Sun Prairie Human Resources is the procuring agency:

Brenda Sukenik  
City of Sun Prairie Human Resources  
300 East Main Street  
Sun Prairie, WI. 53590  
Phone: (608) 825-1172  
Fax: (608) 834-4302  
[bsukenik@cityofsunprairie.com](mailto:bsukenik@cityofsunprairie.com)

#### E. Inquiries, Clarification & Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, in writing, to the department contact listed above in section D.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see Addenda below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Sun Prairie reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

#### F. Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to the same websites as the original distribution – see G below. It is the proposer’s responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

#### G. Bid Distribution Networks

The City of Sun Prairie posts all Request for Proposals, addenda, Questions & Answers, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the proposer’s responsibility to regularly monitor the bid distribution network for any such postings. Proposer’s failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City proposers.

- **VendorNet** System: State of Wisconsin and local agencies bid network. Registration is free.

Home Page: <http://vendornet.state.wi.us/vendornet>

- **DemandStar** by Onvia: National bid network – Free subscription is available to access proposals from the City of Sun Prairie and other Wisconsin agencies participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Home Page: [www.demandstar.com](http://www.demandstar.com)  
To Register: [www.onvia.com/WAPP](http://www.onvia.com/WAPP)

Bid Opportunities: <http://www.cityofsunprairie.com/504/Bid-Opportunities>

#### H. Local Vendor Preference

The City of Sun Prairie has included a local vendor preference granting a scoring preference to local suppliers. The “local area” is defined as a physical address where the entity does business within the City of Sun Prairie. United States Post Office boxes or other private postal boxes are insufficient to satisfy the requirements of this section.

Exemptions and limitations may apply. Due to state law, buy local preference may not apply to public works projects. Due to federal restrictions, federally funded programs are also exempt. Exemptions will also be made for emergencies, sole source purchases, cooperative purchasing agreements and cases in which a local vendor is not qualified as determined by City staff. If it is determined by City staff that a vendor has misrepresented its local status, it will be ineligible to receive preference.

#### I. Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the proposer’s expense.

#### J. Acceptance/Rejection/Withdrawal of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City’s discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

#### K. Public Record Law Compliance

It is the intention of City to maintain an open and public process in the solicitation, submission, review, and approval of contracts.

a. The parties acknowledge that City is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 and 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials, gathered or produced or modified pursuant to this Contract to City, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records are created or maintained

by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold City, its agents, officials and employees harmless and to indemnify them and City for all costs, fees, including all reasonable attorney fees and expenses of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which City or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Agreement.

b. Any Public Records Law request received directly by a contractor related to this Contract with City shall immediately be reported to the City Administrator.

#### L. Public Records Notice

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" – defined in State of Wisconsin Statutes – may be held confidential.

Proposers shall separately and clearly identify all information they deem to be "trade secrets", as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information deemed confidential and sealed, elsewhere in your response.

##### S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

##### S. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

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

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of proposals from public view – until such times as competitive or bargaining reasons no longer require non-disclosure, in the City’s opinion. At that time, all proposals will be available for review in accordance with such laws.

#### M. Tax Exempt

The City of Sun Prairie as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6006382. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42322.

#### N. Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFP as a basis; they are made solely between the bidders and third party unit of government.

#### O. Terms of Contract

1. Term of Contract – The term of the contract shall be for a goal of completion of both Part I and Part II by December 31, 2022 to commence on: **a date mutually agreed upon between the vendor and the City.**
2. Option to Extend – The City of Sun Prairie reserves the right to extend the contract for one (1) additional year period, upon the same or more favorable terms and conditions, and under mutual agreement of both parties.
3. Contract Extension Pricing – Contract prices on an extended contract will be adjusted (escalated or deescalated) based upon the average annual change in the Consumer Index for “All Items” published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category “All Items”). The CPI-U value is published by the BLS at its website: <http://www.bls.gov/cpi/news.htm>

The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price.

The City of Sun Prairie reserves the right to discontinue the contract’s remaining option year and may elect to re-advertise the contract in whole or in part when



changes in prices are not mutually acceptable between the contractor and the City.

Any and all changes to the contract terms and conditions shall be evidenced in writing by amending/modifying the contract.

4. Subcontracting Regulations – Successful vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, vendor or corporation.

**P. Cancellation/Termination of Contract**

The City of Sun Prairie may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the City’s liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the City. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the City within 30 days of said termination, all payments made hereunder by the City to the contractor for work not completed or not accepted by the City. Such termination will require written notice to that effect to be delivered by the contractor to the City not less than 30 days prior to said termination.

**Q. Evaluation Process and Scoring**

The RFP will be reviewed by the Evaluation Panel. A staff member from the Finance Department will oversee the evaluation process to ensure fairness within the process.

Each proposal will be evaluated as described below and assigned an overall score ranking.

<b>Major Criteria Categories</b>	<b>Point Weight</b>
Relevant Experience and Qualifications of Firm(s)/References	25
Quality of Detailed Scope of Work Proposal	25
Quality/Creativity of Employee and Public Input Processes	25
Local Preference	5
Women and Minority-Owned Business Preference	10
Cost Effectiveness	10
<b>TOTAL</b>	<b>100</b>

**R. Insurance and Indemnification Requirements**

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the contract. See Form E for requirements.

## II. DESCRIPTION OF RFP

### **Introduction**

The City of Sun Prairie Organizational Equity Audit to:

- Build a more diverse and inclusive organization for employees and the community in which we serve.
- Identify blind spots and processes that perpetuate systemic injustice.
- Identify current successes, areas for improvement and recommendations/strategy for our next steps for making concrete improvements in the areas of diversity, equity and inclusion.

### **Part One - Internal Organizational Review**

- review existing data, practices, policies, and programs
- identify strengths and weaknesses through a DEI lens in:
  - training, including gaps in learning
  - personnel policies: do they support our desire to be a welcoming and inclusive workforce and culture? Do we ensure access and accountability?
  - organizational culture - current attitudes, behaviors, and standards held by staff, shared values, goals, etc.
  - recruitment and retention practices to attract a diverse workforce
  - building career advancement opportunities (from internships to promotions)
- assistance in defining what a welcoming and inclusive workforce and culture is
- review compensation and pay policies for equity
- review purchasing and contract/RFP policies
- conduct a staff climate survey
- Outline a strategy for moving forward - identifying how to define and align shared values to the work culture
- identify workforce strategies for recruitment and retention, including providing a structure of support for employees

Outcomes: Identify industry best practices and a strategy for moving forward based upon information above. Include policy recommendations and workforce strategies that support inclusion and equity. Include performance outcomes to measure progress. Identify strategies to improve our branding and define qualities as an Employer of Choice. A report summarizing key findings and survey. Provide recommended metrics/benchmarks against which the city can undertake ongoing evaluation of performance in this area.

### **Part Two - City Services**

- conduct a community engagement campaign to identify strengths and weaknesses in how we serve our community through a DEI lens
- review existing data, practices, and programs, including all points of contact to determine whether we are serving all our citizens. Review policies and activities, including land use policies and policy recommendations
- Identify any barriers that limit access to services

- identify departments and current initiatives being implemented that are culturally responsive, equitable, and inclusive; and those that are not

Outcomes: Identify industry best practices and a strategy for moving forward based upon information above. Include policy recommendations to align city activities and services with values. Provide recommendations for external DEI programming with community. A report summarizing key findings. Provide recommended metrics/benchmarks against which the city can undertake ongoing evaluation of performance in this area.

### III. REQUIRED INFORMATION

#### **Proposal Instruction:**

- Proposal should be no longer than 10 pages
- **Proposers are required to submit cost for part one and part two separately.**
- Proposal should include a concise description of the following elements:
  - Identification of all key personnel who will be assigned to the project, the specific role of each individual, and a summary of their relevant work experience.
  - A brief explanation of the firm’s objectives
  - A work plan describing methodologies, approaches, and roles and responsibilities for how the work will be accomplished.
  - Identify length of time required for each step and provide timeline.
  - A list of required information needed by the firm to perform the requested services.
  - Experience providing consulting services, including audits or assessments related to racial equity/diversity/inclusion/cultural competency and experience working for government agencies.
  - Form A-F:
    - Signature Affidavit (Form A).
    - Receipt of Forms (Form B).
    - Vendor Profile and Qualifications (Form C).
    - A list of all similar engagements for the past 5 years for municipality of similar size, including a brief description of the project; and the name and phone number of the principle contact for each municipality (Form D).
    - Insurance and Indemnification Requirements. (Form E)
- **To be provided separately:**  
An estimated cost of professional fees and additional related expense that are anticipated. All costs to be incurred by the City shall be clearly indicated. (Form F)



**Form A: Signature Affidavit**

**RFP #: 21-HR24**

This form must be returned with your response.

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

The undersigned, submitting this Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposal, declares that the attached Proposal and pricing is in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

---

COMPANY NAME

---

SIGNATURE

---

DATE

---

PRINT NAME OF PERSON SIGNING



**Form B: Receipt of Forms and Submittal Checklist**

**RFP #: 21-HR24**

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: References		
Form E: Insurance Requirements		
Form F: Fee Proposal in separate sealed envelope		
Appendix A: Standard Terms & Conditions	N/A	
Addendum #		
Addendum #		
Addendum #		

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VENDOR NAME



## Form C: Vendor Profile/Qualifications

**RFP#: 21-HR24**

This form must be returned with your response.

### COMPANY INFORMATION

Company Name (Make sure to use your complete, legal company name.)			
FEIN (If FEIN is not applicable, SSN collected upon award.)			
Contact Name (Able to answer questions about proposal.)		Title	
Telephone Number		Fax Number	
Email			
Address	City	State	Zip

### ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

Contact		Title	
Telephone Number		Fax Number	
Email			
Address	City	State	Zip

**LOCAL VENDOR STATUS**

The City of Sun Prairie has included a local vendor preference granting a scoring preference to local suppliers. Only suppliers within the City of Sun Prairie limits as of the bid’s due date will receive preference.

CHECK ONLY ONE: <input type="checkbox"/> <b>Yes</b> , we are a local vendor. <input type="checkbox"/> <b>No</b> , we are not a local vendor.
--

**CORPORATION INFORMATION**

If applicant is a corporation, please complete both columns:

Names of Corporate Officers	Names of Corporate Directors

**LICENSES AND PROFESSIONAL REGISTRATION**

List names of each key person of the firm. If a requested service requires a licensed/registered practitioner, you will be required to provide a copy of such license/registration before work can begin.

Name	Capacity (Owner, Partner, Etc.)	Current Licenses/Registrations (Include Certificate # if applicable)	License/Registration Expiration Date


**CONFLICT OF INTEREST**

A conflict of interest may exist where an employee or close relative/family member has a connection to your business, and a third party may consider that this relationship may compromise the competitive process. Does any employee of your company have a possible conflict of interest with this process?      Yes      No

If yes, please specify the following:

Employee Name: \_\_\_\_\_ Employee Phone Number: \_\_\_\_\_

Employee's Relationship: \_\_\_\_\_

**PRIOR WORK**

Has your organization ever performed work for the City of Sun Prairie?      Yes      No

If yes, please specify scope of work:





**JUDGEMENTS AND CLAIMS**

Are there any judgements, claims or suits pending our outstanding against you or your organization?

Yes No

If yes, please explain:

**DISPUTES REGARDING LIENS**

Has any owner or higher-tier contractor with whom you r business has had a contract ever disputed a claim of lien filed by you or your organization? Yes No

If yes, please explain:

**RECEIVERSHIP**

Have you or your organization filed for bankruptcy, receivership, or reorganization within the last five years?

Yes No

If yes, please explain:

**LEGAL INFRACTIONS**

Have you or your organization been cited and/or fined for failure to comply with federal or state regulations and/or statues in the past two years? Yes No

If yes, please explain:

--

Information provided in this application may be audited by the City of Sun Prairie.

Provision of information on Form C does not relieve your company from providing the same or additional information as requested in a response to a request for proposal.

Submittal of Form C does not guarantee qualification. Qualification will be given only if your company meets all statutory, regulatory or City requirements, including those not listed on this application. Qualification does not guarantee your company any business.

Your company must update significant information changes in writing within 30 days. Significant changes include, but are not limited to: change of legal status, TIN, ownership, name, address, as well as loss of licensure or registration, filing of bankruptcy, or suspension by any federal, state, or local government agency.

Failure to provide accurate and reliable information required by this form may, in accordance with any and all applicable laws, result in penalties including, but not limited to, suspension or debarment from doing business with the City of Sun Prairie and termination of contracts.



**Form D: References**  
**RFP #: 21-HR24**

This form must be returned with your response.

<b>Reference # 1 – Client Information</b>			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

<b>Reference # 2 – Client Information</b>			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	

Description of the Performed Work			
<b>Reference # 3 – Client Information</b>			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

<b>Reference # 4 – Client Information</b>			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

<b>Reference # 5 – Client Information</b>			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			

<b>Reference # 6 – Client Information</b>			
Company Name			
Contact Name			
Address	City	State	Zip
Telephone Number	Fax Number		
Email			
Contract Period	Year Completed	Total Cost	
Description of the Performed Work			



## **Form E: Professional Services Insurance and Indemnification Requirements**

**RFP #: 21-HR24**

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the contract.

### **INDEMNIFICATION – Professional Services**

To the fullest extent allowable by law, Consultant hereby indemnifies and shall defend and hold harmless City of Sun Prairie, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on City of Sun Prairie. Consultant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Sun Prairie, or City of Sun Prairie's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Consultant, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce and other right or obligation of indemnity that would otherwise exist as to the City of Sun Prairie under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Consultant shall reimburse City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Sun Prairie, or any of its directors, officers, employees, or authorized representatives or volunteers.

### **GENERAL CONDITIONS – Professional Services**

**Laws, Regulations and Permits** – The Consultant shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the project. The Consultant shall also be liable for all violations of the law in connection with the project. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, the Consultant shall bear all costs arising therefrom.

**Safety & Security** – The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin labor Code and the U.S. Department of Transportation Omnibus transportation Employee Testing Act.

### **INSURANCE REQUIREMENTS – Professional Services**

Unless otherwise specified in this Agreement, the Consultant shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

**Worker's Compensation and Employers Liability Insurance** – The Consultant shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Consultant shall provide statutory covers for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

**Commercial General Liability and Automobile Liability Insurance** – The Consultant shall provide and maintain the following commercial general liability and automobile liability insurance:



**Coverage** – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

**Limits** – The Consultant shall maintain limits no less than the following:

1. General Liability – One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504 endorsement provided to the City of Sun Prairie) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability – Five million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.
4. Professional Liability – One million dollars (\$1,000,000) per claim and annual aggregate.

**Required Provisions** – The general liability and automotive liability policies are to contain or be endorsed to contain the following provisions:

1. The City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033 for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises occupied or used by the Consultant; and vehicles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or

volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Sun Prairie, its directors, officers, employees, or authorized representatives or volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sun Prairie, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after sixty ((60) days) (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Sun Prairie.
6. Such liability insurance shall indemnify the City of Sun Prairie against loss from liability imposed by law upon, or assumed under contract by, the Consultant for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The Consultant shall, upon demand of the City of Sun Prairie, deliver to the City of Sun Prairie such policy or policies of insurance and the receipts for payment of premiums thereon.

**Deductibles and Self-Insured Retentions** – Any deductible or self-insured retention must be declared to and approved by the City of Sun Prairie. At the option of the City of Sun Prairie, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

**Evidences of Insurance** – Prior to execution of the agreement, the Contractor shall file with the City of Sun Prairie Finance Department, a certificate of insurance (Acord Form 25-S) signed by the insurer's representative as well as endorsements evidencing the coverage required by this agreement. In addition Form CG 20 10 11 85 covers all bases OR Form CG 20 10 07 04 for ongoing work exposure AND Form CG 20 37 07 04 for products-completed operations exposure. Contractor will also provide form CG 28 04 10 93, Earlier Notice of Cancellation with 30 days' notice.

Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-6.

**Sub-Contractors** – In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

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COMPANY NAME

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SIGNATURE

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DATE

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PRINT NAME OF PERSON SIGNING



## Form F: Fee Proposal

RFP #: 21-HR24

This form must be returned with your response.

Prepare the Fee Proposal to include the following:

1. All Inclusive – Covers all direct and indirect necessary expenses for each section.
2. Not to Exceed – The actual fees shall not exceed the amount specified on each line of the fee proposal.

a. Part One - Internal \$ \_\_\_\_\_

b. Part Two – External \$ \_\_\_\_\_

3. Will Vendor accept credit card for payment with no additional fees?

\_\_\_\_\_ Yes \_\_\_\_\_ No

4. Will Vendor accept payment via Electronic Funds Transfer (EFT)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

5. Will Vendor allow Piggybacking of this contract to other government agencies?

\_\_\_\_\_ Yes \_\_\_\_\_ No

The above fees shall be compensation for all the services provided pursuant to this agreement. The cost for project deliverables shall be included as part of the costs above. This fee includes all necessary meetings with the City Council and such Committees, Boards, and Commissions as required. All costs incurred by the contractors and all sub-contractors are included herein.

Any additional services over and above the services described in this agreement shall be provided only when authorized in writing by the City's designated representative. For

additional services, provide the hourly rate for all staff positions (ie – Engineer Technician, Project Engineer, etc.) that may be designated for this project and any overhead rates that would apply:

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The undersigned, submitting this Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposal, declares that the pricing is in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

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COMPANY NAME

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SIGNATURE

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DATE

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PRINT NAME OF PERSON SIGNING