

**OFFICIAL NOTICE #57384**

**Auditing Services**

The Redevelopment Authority of the City of Milwaukee (RACM), the Century City Redevelopment Corporation (CCRC) and the Neighborhood Improvement Development Corporation (NIDC) all operate in cooperation with the Department of City Development (DCD), of the City of Milwaukee, further known as the “Agencies” of the City of Milwaukee, are requesting proposals from qualified firms/individuals (the “Consultant”) to provide Audit Services.

**The RFP can be found on DCD’s web site at the following link:  
<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>**

Questions regarding this RFP should be addressed to RACM’s Procurement and Contract Compliance Manager, Scott Stange, in via email at [sstang@milwaukee.gov](mailto:sstang@milwaukee.gov)

The Agencies reserve the right to invite the highest ranked firm/individual(s) to participate in an interview. Should the Agencies choose to proceed with interviews, Proponents must be available on the October 10, 2012, for said interviews at the Agencies’ offices.

**Deadline for questions regarding the RFP are due by September 20, 2012.**

**Proposals are due September 28, 2012 by 11:00 a.m.**

**September 5, 2012**

**TABLE OF CONTENTS:**

Cover Sheet and Table of Contents .....Page 1  
RFP Document .....Pages 2-9  
General RACM RFP Requirements..... Pages 10-12  
Attachments  
A. Form A - SBE Program.....Page 13  
**(must be completed and attached to your proposal)**  
B. Affidavit of No Interest.....Page 14  
**(must be completed and attached to your proposal)**  
C. Non Debarment Certification.....Page 15  
**(must be completed and attached to your proposal)**  
D. Designation of Confidential and Proprietary Information Form.....Page 16

**REDEVELOPMENT AUTHORITY  
OF THE CITY OF MILWAUKEE  
809 N. Broadway  
Milwaukee, Wisconsin 53202**

## **I. Background**

The Redevelopment Authority (RACM), Century City Redevelopment Corporation (CCRC) and the Neighborhood Improvement Development Corporation (NIDC) operate in cooperation with the Department of City Development (DCD), of the City of Milwaukee, further known collectively as the “Agencies” of the City of Milwaukee, are requesting qualified independent Certified Public Accountants, licensed to practice in the State of Wisconsin, to submit proposals to annually conduct an audit of its financial records for the calendar years 2012, 2013 and 2014, in accordance with the specifications listed below:

### **A. Information Provided to Consultant**

1. The Agencies are component units of the City of Milwaukee. The Boards of the Agencies are responsible for administration and operation of the Authorities/Corporations in accordance with City Charter, State Statute or Corporation By-laws as appropriate using either direct staffing or staff provided by the City of Milwaukee under Civil Service rules. The Boards are appointed for various terms.
2. The Agencies maintain financial information on general ledger software provided by Apteau (4Gov version 9).
3. The Redevelopment Authority and Century City Redevelopment Corporation prepare financial statements on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) as prescribed by Governmental Accounting Standards Board (GASB) Statement 34, Basic Financial Statements– and Management’s Discussion and Analysis- for State and Local Governments, and other applicable pronouncements of accounting standard setting bodies.

The Neighborhood Improvement Development Corporation prepares financial statements on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) as prescribed by the Statement of Financial Accounting Standards (“SFAS”) No. 117, Financial Statements for Not-for-Profit Organizations, and other applicable pronouncements of accounting standard setting bodies.

### **B. Consultant Services Required**

1. A financial and compliance audit for the years 2012, 2013 and 2014 with the purpose of expressing an opinion to the Boards with respect to the financial statements and all notes is required. The final audit reports are to be delivered to the Agencies within 45 days of completion of audit fieldwork, but by no later than June 15<sup>th</sup> of the succeeding year. Audit fieldwork shall commence as soon as possible after completion of statements by each Agency’s staff.
2. The audit examination shall be conducted in accordance with generally accepted governmental auditing standards and include such tests and other auditing procedures that the auditor deems necessary under the circumstances.

3. Accounting assistance may be required to review the recording of financial transactions and to facilitate preparation of each Agency's financial statements. Each Agency maintains separate accounting records.

Due to the nature of the Agencies, some unique reporting requirements may apply and require the assistance of the auditors, i.e. tax form preparation, special reports and opinions for the federal government, etc. In addition, guidance will be required related to Century City Redevelopment Corporation New Market Tax Credit transactions.

In the event the audit firm is called upon to provide additional accounting, auditing, tax, information system or other services, outside of the scope of the audit service, billing is to be based upon an hourly rate above and beyond the stated contract maximum price pursuant to an audit contract amendment.

4. The audit shall include a financial and compliance audit of federal, state and other awards of financial assistance received by the agencies in accordance with U.S. Office of Management and Budget (OMB) Circular A-133 entitled Audits of State and Local Governments and Non-Profit Organizations, and the A-133 Compliance Supplement or its successor pursuant to the Single Audit Act of 1984.
5. The audit shall include an evaluation of each Agency's internal controls to assess the extent that controls can be relied upon to ensure accurate information and compliance with laws, contracts and regulations. Financial controls over cash receipts, disbursements, fixed assets and payroll cycles as they relate to authorization, completeness, accuracy, substantiation of balances and access to assets are to be tested. Operational efficiency and effectiveness shall be reviewed including any recommendations for improvement.
6. The audit firm shall retain work papers and reports for a minimum of seven years from the conclusion of the audit engagement or longer if requested by the appropriate Board. The audit firm shall make work papers available for examination by the Agencies, the cognizant federal audit agency of each Agency or its designees and the General Accounting Office or its designees, as necessary.
7. The audit firm shall respond to reasonable inquiries of successor auditors and allow successor auditors to review work papers relating to matters of continuing significance.
8. The audit firm shall annually provide the Agencies a minimum of eight hours of continuing professional education to DCD and Agency staff subject to review and approval of the Manager of DCD's Department of Finance and Administration. Further, the audit firm is required to respond to Agency inquiries within a reasonable time frame, but no later than two days from the Agency submitting the inquiry.
9. The audit firm shall conduct audit entrance and exit conferences with the Agencies to discuss audit approach and any subsequent findings and recommendations. A draft of the management letter should be provided to the Agencies' staff for discussion prior to the issuance of a final letter. Information regarding audit adjustments will be brought to the attention of management prior to the exit conference. At the

conclusion of the audit, Agency staff will review draft copies of the required reports before such reports are presented to the various Boards.

10. At the conclusion of the audit and after the submission of the final audit opinion, a representative of the audit firm shall appear before the various Boards to present the audited financial statements and audit report.

### **C. Staff Provided Assistance**

1. All financial statements will be prepared by the Agencies, subject to Section B (3), in accordance with GAAP as set forth by GASB Statement 34 for RACM and CCRC, and SFAS No. 117 for NIDC, and any other applicable pronouncements of accounting standard setting bodies. The Agencies shall prepare, subject to Section B (3), the necessary notes, schedules and exhibits to the financial statements that provide for adequate disclosure as required by generally accepted governmental accounting principles and standard setting bodies.
2. Staff of the Agencies will assist in preparing all necessary documenting worksheets and schedules for the auditor's consideration. The auditors will have use of Agency staff for typing of confirmations and representation letters and also access to equipment for photocopying of documents. Assistance from support staff may be limited and should be discussed during the audit entrance conference. The Agencies also agree to provide office space at 809 North Broadway, computer time and material during the engagement fieldwork.
3. The City Attorney will provide letters concerning contingent liabilities and potential litigation. In the event the Agencies have engaged outside counsel for legal representation, the Agency's outside counsel will provide a response to the audit firm's request for litigation disclosure.

### **D. Report Requirements**

1. An audit report for each Agency incorporating an expression of the auditor's opinion on the general-purpose financial statements for the years ending December 31, 2012, December 31, 2013, and December 31, 2014, are required. The audit report must state the scope of the examination and that it conforms to generally accepted governmental auditing standards. This report is due at the completion of the audit and before report presentation to the various Boards as specified in section B (10).
2. A management letter summarizing audit findings and recommendations affecting the financial statements, internal controls, accounting and accounting systems is required. This report is to be addressed to the respective Executive Directors and delivered prior to report presentation as specified in section B (10).
3. Printed and bound copies (25 copies) of each Agency's general purpose financial statements with audit report are to be delivered to the Agencies prior to report presentation to the various Boards as specified in section B (10).
4. If required by the federal government, single audit reports conducted in accordance with OMB circular A-133 are to be provided. The audit opinions are to be delivered to

the Agencies within 45 days of completion of audit fieldwork, but by no later than June 15<sup>th</sup> of the succeeding year.

5. Audit opinions on the financial statement internal controls and compliance with grant requirements are to be incorporated in the Single Audit Report for the Agencies as may be required by OMB circular A-133.

The audit opinions for the following reports are within 45 days of completion of audit fieldwork, but by no later than June 15<sup>th</sup> of the succeeding year:

- a) Independent Auditor's Report on the Schedule of Expenditures of Federal, State and other Awards and Cumulative Supplemental Schedules.
  - b) Independent Auditor's Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
  - c) Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB circular A-133.
  - d) Independent Auditor's Report on Internal Control Structure Used in Administering State Financial Assistance.
  - e) Independent Auditor's Report on Compliance with Specific Requirements Applicable to Major State Financial Assistance Programs.
6. Tax reporting forms for the individual Agencies including Form 990 and State form 308 or others as may be required, subject to Section B (3).

## **II. Proposal Submission Requirements and Selection Procedures**

### **A. Proposal Contents**

Consultants responding to this RFP must provide the following information in their proposals. Brevity is encouraged.

#### **1. Title Page**

The title page should include "**Request for Proposal #57384, Audit Services,**" and the name of the firm, address, telephone number, name of contact person, e-mail address, FAX number, and date.

#### **2. Letter of Transmittal**

The letter of transmittal should concisely state the Consultant's understanding of the work to be performed. The names of those authorized to make representations on behalf of the Consultant, their titles, addresses, and phone numbers must be included.

#### **3. Table of Contents**

The table of contents should include a clear identification of the material presented according to section and page number.

#### **4. Profile of the Proposer**

This section describes the firm, whether it is local, regional or national, and the location of the office to perform the audit, the number of partners, managers and staff at that office and a description of the types of services provided to clients by that office. State any regulatory action taken by an oversight body against the firm and if none, please state such.

#### **5. Documentation of Past Experience and Qualifications**

Information about the Consultant's experience in working on similar projects. Information should include: project summaries; descriptions of the firm/individual's involvement in the projects; four references who can be contacted regarding these projects; the dates the work was performed; whether the office proposed for this contract was the servicing office; whether key persons assigned to these projects are still with the firm and available to work on this project; and a sample of previous work from a similar project.

#### **6. Staffing**

Personnel who will be working on the engagement from on-site senior to partner shall be identified including their relevant professional experience and training necessary to perform their required functions. Resumes of these individuals may be provided as an appendix (and referenced) to fulfill this requirement. Staff members who are expected to work on the engagement shall also be identified. The level of effort, specifying the number of hours anticipated for each individual identified, should also be included.

Information about any proposed subcontractors and the staff who would work on the project must also be included.

#### **7. Scope of Engagement**

Clearly describe the scope of the required services to be provided and the methodology to be used.

##### **a. Financial Audit**

State whether the examination will be conducted in accordance with generally accepted auditing standards. Also, state that the purpose of the audit is to express an opinion as to whether the financial statements are free of material misstatements. If conditions are discovered which lead to the belief that material errors, defalcations or other irregularities have occurred, the audit firm shall promptly advise the Finance and Administration Director. Finally, state that no extended or additional services will be performed unless authorized by contract amendment.

##### **b. Compliance Audit**

State that in accordance with generally accepted governmental auditing standards the proposer will select the necessary procedures to test compliance and express an opinion regarding compliance with the specified laws, regulations and contracts that may have a material effect on the Agency's financial statements. State that in accordance with OMB circular A-133, the proposer will select the necessary procedures to express an opinion as to compliance with federal requirements.

c. Other Reports

State that in accordance with generally accepted governmental auditing standards the proposer will select the necessary procedures to test data provided and express the necessary opinions required.

State the proposer’s experience in auditing New Market Tax Credit transactions.

Both audit scopes shall include an explanation of the audit firm’s methodology for the review of internal controls including work paper organization and scope recommendations to improve internal controls.

**8. Compensation**

This section shall include an estimate of the total hours billable per staff classification, the hourly rate for each staff classification, the estimated out-of-pocket costs and the resulting all-inclusive maximum fee for **each** of the Agencies, for each contract year. The proposal shall include the hourly rate to be charged for **each** staff classification for **each** year of services provided.

For additional services as referenced in Section I (B) (3), to be performed pursuant to a contract amendment, state the hourly rate to be charged for **each** staff classification for each year of services provided.

**Compensation should be detailed for each Agency as an individual contract price as well as jointly.**

**9. Insurance Requirements**

The proposed contract will require that the Consultant provide the following insurance:

<u>Coverage</u>	<u>Amounts</u>
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence \$1,000,000 aggregate PD \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

Each Agency shall be named individually as an additional insured with respect to liability coverage, except for the Professional Liability policy. The Redevelopment Authority shall be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in any insurance coverage.

Each Agency reserves the right to request additional clarifying information from prospective Consultants over and above that included in the proposal submissions.

## **10. Small Business Enterprise (SBE) Participation**

RACM encourages use of Small Business Enterprises (SBE's). The goal for this contract is a total combined SBE participation rate of 18 % for each audit year (as certified by the City of Milwaukee). More information about the City's SBE Program may be found at:

<http://city.milwaukee.gov/osbd>

Proposers must complete and submit with their proposal the SBE form, as referenced in the Table of Contents (Attachment A).

## **B. Selection of Consultant**

Agencies will use specific criteria for evaluating proposals to perform these services. The evaluation will assign points to each response in a number of categories which are discussed below:

### **1. QUALITY OF METHODOLOGY TO COMPLETE SCOPE OF SERVICES**

(35 of 100 points) – A maximum of 35 points will be assigned to the quality of the proponent's methodology used in completing the scope of services. Elements of evaluating quality include a depth to which the scope of services components has been addressed and the extent to which the proposal reflects the understanding of the subject matter included herein.

### **2. QUALIFICATIONS AND EXPERIENCE**

(35 of 100 points) – A maximum of 35 points will be assigned to the proponent's qualifications and experience in undertaking analysis similar to this engagement. The description of the proponent's qualifications, including letters of reference, the pertinence of similar work cited in the proposal and work samples will be key elements in evaluating proponent's qualifications and experience.

### **3. PRICE**

(20 of 100 points) – A maximum of 20 points will be assigned to price, defined as proponent's all inclusive proposal cost, for **each** of the Agencies, including but not limited to compensation for proponent's personnel and all pertinent support costs, including 25 copies of the final report.

### **4. SMALL BUSINESS ENTERPRISE**

(10 of 100 points) – The involvement of certified Small Business Enterprises (SBE's) in this project is strongly encouraged. See attached SBE form.

## **C. Contract Format**

A fixed price contract will be entered into between the Redevelopment Authority of the City of Milwaukee and the selected Consultant based upon the scope of work defined. This does not preclude the negotiation of additional or reduced services and contract amounts prior to the initiation of work.

## **D. Submission Deadline**

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFP Requirements) to Scott Stange. Questions must be

sent in writing **no later than September 20, 2012**. Questions initiated after **September 20, 2012** will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet on the website referred to below in the form of an addendum to this RFP by **September 21, 2012**:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Proponents will be responsible for keeping abreast of the addenda as they are posted. All such addenda shall become a part of the RFP, and all Proponents shall be bound by such, whether or not received by the Proponent.

An original and six copies of the proposal should be submitted to DCD's Bid Desk no later than 11:00 a.m., **September 28, 2012**. The proposals must be submitted **along with the required SBE Form, Affidavit of No Interest, and Non-Debarment Certification.** Late submissions will not be accepted.

Proposals should be mailed or delivered to:

**Bid Desk**  
**Department of City Development**  
**809 N. Broadway, 2<sup>nd</sup> floor**  
**Milwaukee, WI 53202-3617**

Proposal to be clearly marked: **Official Notice #57384– Audit Services**

## **E. General RFP Requirements**

### **1. Interpretations of RFP**

Any requests for interpretation should be submitted in writing to Scott Stange, Contract Compliance Officer, Redevelopment Authority of the City of Milwaukee, 809 North Broadway, MILWAUKEE, WI 53202, or submitted by email to sstang@milwaukee.gov. No oral interpretations will be made to any Consultant as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Consultants shall be bound by such, whether or not received by the Consultant.

### **2. Receipt of Proposals**

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Consultants are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Consultants should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

### **3. Withdrawal of Proposals**

Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Consultant in preparing a proposal for offer to Agencies confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Consultant, the Consultant will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

### **4. Rejection of Proposals**

The Agencies reserve the right to reject the proposal of any Consultant who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

### **5. Award of Contract**

Staff from the Agencies will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the staff from the Agencies intends to select a Consultant based on the proposals received, the staff from the Agencies may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, a letter will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs. Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. The Agencies will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

## **6. Contract Payments**

The Agencies and the Consultant will agree on a performance and payment schedule. The Consultant will submit to the Agencies invoices itemizing the services performed as a percentage of task completion and cost incurred since the last request for payment. Payment will be made only after review of the Consultant's work product and upon acceptance by the Agencies of the deliverables and services performed.

## **7. Termination of Contract for Cause**

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, Agencies shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Consultant under this contract shall, at the option of the Agencies, become the property of the Agencies. Notwithstanding the above, the Consultant shall not be relieved of liability to the Agencies for damages sustained by the Agencies by virtue of any breach of the contract by the Consultant.

## **8. Sales Tax**

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, the Agencies are exempt from Wisconsin Use and Sales Tax. Consultants, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Consultant. Consultants are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

## **9. Request for Proposal**

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Consultant regarding the status of his response. However, the Agencies reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

## **10. Miscellaneous**

The Agencies reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs. This RFP will require an Affidavit of No Interest, which provides that no official or employee of the Agencies, has or will receive anything of value in connection with the issuance of this contract.

### **11. Equal Employment Opportunity**

The Consultant agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Consultant must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

### **12. Indemnification**

The Consultant agrees that it will indemnify, save and hold harmless the Agencies, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the Agencies on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Consultant or any of its agents, servants, employees or subcontractors.

Agencies shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Consultant or any of its agents, servants, employees or subcontractors, to the Consultant or its insurer and, upon such tender, it shall be the duty of the Consultant and its insurer to defend such claim or action without cost or expense to Agencies.

### **13. Slavery Disclosure**

The successful Consultant will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

### **14. Ethics**

It is the policy of the Agencies, that contracts shall not be awarded to any consultant team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

### **15. Wisconsin Public Records Law**

Both parties understand that the Agencies are bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist the Agencies in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the Agencies harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

**ATTACHMENT A**

**FORM A**

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE (RACM)  
PRIME CONTRACTOR'S AFFIDAVIT OF COMPLIANCE FOR  
PARTICIPATION IN THE RACM SMALL BUSINESS ENTERPRISE PROGRAM**

Official Notice # \_\_\_\_\_

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

The bidder's commitment for SBE participation on this project is ..... \_\_\_\_%.

The undersigned hereby states that he/she has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached bid or selection of subcontractors or material suppliers for such bid.

The undersigned acknowledges, understands, and agrees that submission of a bid shall commit the bidder to comply with the **RACM's** Small Business Enterprise Program in subcontract work on this contract.

The undersigned also states that all the above information is true and correct to the best of his/her knowledge.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Printed Name

STATE OF WISCONSIN, COUNTY OF \_\_\_\_\_

The above personally came before me this \_\_\_\_ day of (month) \_\_\_\_\_, (year) \_\_\_\_\_, and acknowledged that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public \_\_\_\_\_

County of \_\_\_\_\_, Wisconsin

My Commission Expires: \_\_\_\_\_



ATTACHMENT C

**Non-Debarment Certification**

The undersigned, being duly authorized to act on behalf of \_\_\_\_\_ (the “CONTRACTOR”), hereby certifies that neither the CONTRACTOR nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration’s List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The CONTRACTOR further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the CONTRACTOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

Material submitted in response to the Agencies' Request for Proposal No. 57384 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to Agencies under a pledge of confidentiality. I would not have submitted this information had the Agencies not pledged to keep it confidential\* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

\*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: The Agencies, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

The Agencies will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable Agencies procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the Agencies, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The Agencies' preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. \_\_\_\_\_, etc. Data contained in the proposal and all documentation becomes the property of the Agencies, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.