



**CITY OF LA CROSSE, WISCONSIN  
REQUEST FOR PROPOSAL  
FINANCIAL AUDIT SERVICES**

May 3, 2013

City of La Crosse  
400 La Crosse Street  
La Crosse, Wisconsin 54601

Contact:  
Wayne Delagrave, Director of Finance/Treasurer  
608-789-7567



May 3, 2013

## INVITATION FOR FINANCIAL AUDIT SERVICES PROPOSALS

The City of La Crosse, Wisconsin will be accepting sealed bid proposals to provide annual financial auditing services for the City until 11:00 a.m. on Thursday, May 30, 2013. The selected firm will receive a five year agreement beginning January 1, 2013 through December 31, 2017. The sealed envelope containing the proposal must be clearly labeled "Proposal for Annual Financial Auditing Services" in the lower left hand corner. Proposals must be delivered to:

La Crosse City Clerk  
400 La Crosse Street  
La Crosse, WI 54601

### **SPECIAL INSTRUCTIONS:**

1. Questions regarding this request for proposal may be addressed to:

Wayne Delagrave, Director of Finance/Treasurer or Kelly Branson, Deputy Director of Finance/Treasurer	
(608)789-7567	(608)789-7567
delagravew@cityoflacrosse.org	bransonk@cityoflacrosse.org

2. Please sign and date the RFP Submission Signature Page (Attachment A).
3. The signed and dated Price Proposal (Attachment B) must be included with the request for proposal submission package in a separate sealed envelope.
4. Please submit an original and three (3) copies of the entire proposal package as outlined in the "Required Format of Proposal" Section.
5. Please number all pages of your proposal.
6. Clearly label the envelope containing your proposal "Proposal for Annual Financial Auditing Services" in the lower left-hand corner.
7. Faxes and electronic submissions will not be accepted. All bids must be received in a sealed envelope.
8. **Proposals will be opened Thursday, May 30, 2013 at 11:00 a.m. in the City Clerk's office at City Hall.**

**CITY OF LA CROSSE, WISCONSIN**  
**REQUEST FOR PROPOSALS FOR**  
**ANNUAL FINANCIAL AUDITING SERVICES**

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# **CITY OF LA CROSSE, WISCONSIN**

## **REQUEST FOR PROPOSALS FOR ANNUAL FINANCIAL AUDIT SERVICES**

### **Section I - Introduction/Background**

The City of La Crosse, Wisconsin, hereinafter referred to as the City, is seeking the services of an experienced and qualified certified public accounting firm to provide financial auditing services for the City as more fully set forth in this request for proposal (RFP). The Contract resulting from this RFP shall have an initial term of five years with the City having the option to renew the Contract for up to two additional one year extensions. If the options to renew the contract are exercised, it will be renewed at the sole discretion of the City. The City reserves the right to reject any or all proposals and waive any bidding formalities. Any questions regarding this RFP may be directed to Kelly Branson, Deputy Director of Finance/Deputy Treasurer, or Wayne Delagrave, Director of Finance/Treasurer at (608) 789-7567.

La Crosse is a city located in west central Wisconsin along the Mississippi River with a population of approximately 53,000. For the year ending December 31, 2012 the City operated a balanced budget with general fund revenues and expenses of approximately \$72 million.

The current accounting system software is MUNIS from Tyler Technologies, which was installed in December of 2000. Some of the City's subsystems are as follows:

1. Payroll/Personnel Management (Highline Corporation's E Personality)
2. Utility Billing (Data West)
3. Real Estate and Personal Property Taxes (Currently Customized but the City is converting to Tyler Technology's "Tyler Cashiering" program)
4. Special Assessments (Government Computer Services (GCS) – assessment module)
5. Parking Tickets (Clancy Parking Software)
6. Fixed Assets (Tyler Technology's Fixed Asset Module)
7. Supplies Inventory (Tyler Technology's Inventory Module)

### **Section II – Instructions to Proposers**

#### **A. Definitions**

1. Auditor or Contractor – The entity to which the contract ensuing from this RFP is awarded.
2. City – City of La Crosse, Wisconsin
3. Proposer – Entity submitting an offer, in the form of a proposal, to perform the services described in this Request for Proposal.

#### **B. Examination of the Request for Proposal (RFP)**

It is the responsibility of the Proposer to carefully read the entire RFP, which contains provisions applicable to successful completion and submission of a proposal. If you discover any ambiguity, inconsistency or error in the RFP, you must notify the Director Finance/Treasurer. Interpretations or corrections must be received by the Director of Finance/Treasurer no later than the date specified in the RFP Timetable. The RFP consists of all documents identified in the Table of Contents.

### C. RFP Timetable

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	Friday, May 3, 2013
Deadline for receipt of proposal	Thursday, May 30, 2013 (11:00 a.m. CST)
Evaluation/Selection process	May 31-June 21, 2013
Oral Interviews (if conducted)	June 24-28, 2013
Introduced to Common Council	Thursday, July 11, 2013
Recommendation to Finance Committee	Thursday, August 1, 2013
Committee of the Whole Recommendation	Tuesday, August 6, 2013
Award of Contract (Final Common Council Approval)	Thursday, August 8, 2013

### D. Proposal Submission

The Technical Proposal and Price Proposal must be received by Thursday, May 30, 2013 at 11:00 a.m. CST in the form described below. It should be submitted in one container, which on its face bears the Proposer's name and must be clearly labeled "Proposal for Financial Audit Services."

It must be addressed to:

Mr. Wayne Delagrave, Director of Finance/Treasurer  
City of La Crosse  
400 La Crosse Street  
La Crosse, WI 54601

And delivered to:

La Crosse City Clerk  
400 La Crosse Street  
La Crosse, WI 54601

All proposals must be submitted on 8 ½" X 11" paper, except for drawings, charts, diagrams and the like. Proposers shall include their complete return address on the outer envelope wrapper.

#### 1. Technical Proposal

An unbound original and three copies of the technical proposal must be submitted.

#### 2. Price Proposal

The original price proposal must be submitted with the technical proposal; however, the price proposal must be in a separate, sealed envelope within the RFP submission packet. It should be identified in the lower left-hand corner with the words, "Price Proposal for Annual Financial Audit Services." The Proposer's name must also appear on the envelope.

Hand delivered proposals must be delivered to the La Crosse City Clerk at 400 La Crosse St, La Crosse, WI 54601 between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Both the technical proposal and the price proposal must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the Proposer.

The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.

**E. Additional Information/Questions**

Additional information or questions regarding this RFP may be directed to Wayne Delagrave, Director of Finance/Deputy Treasurer, or Kelly Branson, Deputy Director of Finance/Treasurer at (608) 789-7567.

**F. Modified Proposals**

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The Evaluation Committee will only consider the latest version of the proposal.

**G. Withdrawal of Proposals**

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only prior to the proposal due date.

**H. Late Proposals, Late Modifications and Late Withdrawals**

Proposals received after the proposal due date and time are late and will not be considered. Modifications received after the proposal due date are also late and will not be considered. Letters of withdrawal received after the proposal due date and time will be considered late and may not be considered.

**I. RFP Postponement, Cancellation**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

**J. Proposal Preparation Costs**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to award of a contract.

**K. Oral Presentations/Interviews**

The City may conduct interviews and require Proposers to give oral presentations in support of their proposals, or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations will be conducted on the dates indicated in this Section, Paragraph C.

**L. Exceptions to the RFP**

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states that exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

It is the intent of the City to entertain alternative proposals that may provide the same or similar services and conditions as called for in the RFP.

**M. Confidential Information**

Confidential information submitted as part of a proposal must be clearly marked as such. However, such information will be kept confidential only to the extent that Wisconsin’s Open Records Law allows. No proposal information or selection process information will be released until a final recommendation has been prepared by the Director of Finance/Treasurer, or the process is terminated. Prior to that time, only a list of the Proposers will be made public.

**N. Negotiations**

The City may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer’s best terms. The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with another selected Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

**O. Rules; Regulations; Licensing Requirements**

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Please note: The City’s “Standard Terms & Conditions” document (attachment G) must be complied with.

**P. Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem a proposal non-responsive.

**Q. Litigation**

The contract resulting from this RFP shall be considered in accordance with the laws of the State of Wisconsin. Any litigation between the parties arising out of, or in connection with the contract shall be initiated in the La Crosse County Circuit Court.

**R. Assignment, Transfer or Subcontracting**

The Contractor shall not assign any interest in the contract resulting from this RFP and shall not transfer any interest in the same (whether by assignment or notation) without the prior written consent of the City. Consent will not be given to any proposed assignment which would release the Contractor of its responsibilities under the contract. The Contractor must obtain prior written consent of the City to delegate, assign, transfer or subcontract any functions or responsibilities required to fulfill the obligations under the contract resulting from the RFP.

**S. Termination for Convenience**

The parties have the right at any time to terminate the contract resulting from this RFP upon 180 days written notice to the other party.

**T. Termination for Cause**

If the Contractor shall fail to fulfill any of its obligations under the contract resulting from this RFP in a timely and proper manner or otherwise violates any of the covenants, agreements or stipulations material to the contract, the City shall thereupon have the right to immediately terminate the contract by giving written notice to the Contractor of such termination.

**Section III – Scope of Services**

The successful proposer (auditing firm) shall perform an annual financial audit of all of the City’s funds, including all account areas, for the purpose of expressing an auditor’s opinion on the extent to which the financial statements are fairly presented in conformity with generally accepted accounting principles as established by the Government Accounting Standards Board (GASB).

**A. General Requirements**

The audit shall comply with the policies, procedures, and guidelines as required by the Single Audit Act of 1984, the U.S. Office of Management & Budget (OMB) Circular A-133, the State of Wisconsin Single Audit Guidelines and all applicable requirements of other regulatory agencies. The audit must fulfill all the City’s auditing responsibilities under federal, state, and local laws and regulations and under the provisions of all grant contracts, and the requirements of this RFP.

The selected Auditor shall attend a pre-audit meeting with City staff to discuss the records to be audited and other general aspects of the audit. The City may require the Auditor to include in the audit, additional records and procedures which are generally accepted and defined in the documents listed above.

The funds and account areas which the Auditor will be required to examine are as follows: (This list is an example and is not intended to be an all-inclusive list.)

1. General Fund (1) - 2013 Budget: \$71,779,316.00
2. Special Revenue Funds (Approximately 150)
  - a.) Transit Special Revenue Fund – 2013 Budget: \$5,994,333.00
3. Debt Service Fund (1)
4. Capital Projects Funds (Approximately 40)
5. Enterprise Funds (6)
  - a.) Water Utility - 2013 Budget: \$4,924,275.00
  - b.) Sanitary Sewer Utility - 2013 Budget: \$5,971,450.00
  - c.) Parking Utility - 2013 Budget: \$1,983,540.00
  - d.) Storm Water Utility - 2013 Budget: \$1,917,819.00
  - e.) Airport - 2013 Budget: \$2,480,506.00
  - f.) Sanitary Sewer District #1 - 2013 Budget: \$72,335.00
6. Internal Service Funds (4)
  - a.) Risk Management
  - b.) Employee Benefit Trust



- c) Workers Compensation
  - d) Stockroom
7. Trust and Agency Funds (11)
- a.) Expendable Trust Funds
  - b.) Agency Funds
  - c.) Liability Claims Fund
  - d.) Health Care Cost Containment Fund
8. General Fixed Assets
9. General Long Term Obligations
10. Grant Funds (including Housing & Urban Development (HUD), Community Development Block Grant (CDBG), miscellaneous grants)

### **Technical Proposal**

The Auditor will be required to:

- 1.) Although capable, the City's Finance Department does not have the time resources needed to prepare and file certain documents. As a result, the auditor will be asked to prepare the following: the Schedule of Expenditures of Federal Awards (SEFA), the financial statement including all applicable footnotes, the Wisconsin State Report Form C (and timely filing of said report), Wisconsin Tax Rule 16 reporting, and summary financial statements that the auditor will be required to present at a City Council meeting. The City will provide supporting documentation from which the information required to prepare these documents can be accumulated. The auditors' costs associated with the preparation of these documents should be included in the audit bid. The City will prepare the Annual Report of the Water Utility required by the Public Service Commission of Wisconsin.
- 2.) Express an opinion on the combined, and individual financial statements of all funds. If unable to express an "unqualified" opinion, the Auditor should state the reasons for qualification or disclaimer of opinion.
- 3.) Observe the adequacy of the system of internal control, and if weaknesses are found, review such inadequacies with, and make recommendations to the Director of Finance. The Auditor is authorized to disclose, directly and immediately, to the appropriate law enforcement agency, any findings of suspected fraud or embezzlement.
- 4.) The partner in charge shall be available to attend any required public meetings, at which the audit reports or audit related items may be discussed.
- 5.) Provide, at no additional charge, routine consultation regarding recommended accounting procedures and Internal Revenue Service and Wisconsin Department of Revenue regulations as they apply to the City throughout the term of this agreement.
- 6.) Make available its work papers to the Director of Finance or appropriate outside agencies upon request by and notification to the City in accordance with federal, state, and local provisions.
- 7.) Create and review all necessary journal entries and explanations necessary to reconcile the City's financial records.
- 8.) Prepare an audit and compilation report of all Tax Incremental Financing Districts as required by Wisconsin State Statute 66.1105.

- 9.) Prepare a separate report of agreed-upon procedures to review all City leases, City contracts, City easements and all CDBG/UDAG Loan Agreements in Attachment C in a manner that would allow all easements, leases, and contracts to be reviewed at least once during the term of this agreement.
- 10.) Prepare an annual agreed-upon procedures report to review room tax reports from a random sampling of the listed hotel/motel facilities in Attachment D.

## **B. Audit Schedule**

The Auditor shall be required to adhere to the following schedule in performing annual financial audits:

1. The City will have closed all accounts by March 31 for the previous year. At that time, copies of ledgers, journals and all support documentation will be available to the Auditor.
2. Journal entries for all City funds must be completed and discussed with the appropriate City staff five working days before May 1st.
3. The Auditor must prepare and submit Wisconsin State Report Form C to the State by May 15<sup>th</sup> each year.
4. The auditor shall prepare and submit fifty (50) copies of the Financial Statements in accordance with generally accepted accounting principles, generally accepted auditing standards, and government auditing standards by July 31<sup>st</sup> of each year. (If the City decides to prepare a CAFR, see #11 below, this date would be changed to June 30<sup>th</sup> of each year.)
5. The Auditor must have completed an opinion, as required by Wisconsin Tax Rule 16, on the Wisconsin State Report Form C by July 31<sup>st</sup> as required by the State of Wisconsin.
6. A separate compilation report is required for Tax Incremental Financing (TIF) districts as required under Wisconsin State Statute 66.1105. Currently, the City has eleven active TIF districts with two proposed. The Auditor shall prepare all necessary documents in a timely manner and express an opinion on compliance with State Tax Increment Financing (TIF) regulations and provide forty-five (45) copies of each.
7. The Auditor will prepare and submit fifteen (15) copies of a lease/contract/easement audit report by July 31<sup>st</sup> each year for the previous year.
8. The Auditor will prepare and submit fifteen (15) copies of a room tax audit by July 31<sup>st</sup> each year for the previous year.
9. The Auditor shall prepare and submit fifty (50) copies of the Federal and State Single Audit Reports by July 31<sup>st</sup> of each year.
10. Thirty (30) copies of a management letter shall be due on July 31<sup>st</sup> of each year. This letter shall identify management concerns, assess the effects of those concerns on financial management and propose corrective measures.
11. Currently, the City has future plans to require the Auditor to prepare a “Comprehensive Annual Financial Report” (CAFR) as well as reconciling the City’s financial records to be in conformance with the requirements of the GFOA Certificate of Achievement for Excellence in Financial Reporting program. However, these items are not a part of this proposal.

## Section IV – Proposal Format

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must contain each of the documents described below, each fully completed, signed, and notarized as required. Proposers shall provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Proposals submitted which do not include the following items or which do not meet the minimum qualification requirements or which fail to provide supporting documentation may be considered non-responsive and may not be considered for award.

### A. Technical Proposal

The proposal must contain the following sections as described below. Proposers shall provide documentation that demonstrates their ability to satisfy all the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award.

If a prescribed format or required documentation for the response to a minimum qualification requirements is listed below, Proposers must use the format prescribed and supply said documentation.

1. Cover Page – The Cover Page should include the following information:

Proposing Firm Name:  
Contact Person for RFP:  
Name of Proposer’s “Liaison” for Contract:  
E-mail address of contact person:  
Business Address:  
Business Phone:  
Facsimile Phone:  
Title of RFP:

Any further correspondence by the City to the Proposer, for the purposes of this RFP, will be addressed to the Proposer’s “Contact Person” at the address, phone number and facsimile submitted by the Proposer in this section.

2. Table of Contents

The Table of Contents should outline, in sequential order, the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. Executive Summary

A summary consisting of the Proposer’s response to the technical portion of the RFP including any exceptions to the Scope of Services.

4. Organizational Structure

The Proposer shall describe the organizational structure (Corporation, Partnership, Sole Proprietor, etc.) of the Proposer and provide the following information:

- a) Date incorporated/organized; State incorporated/organized in;
- b) States registered in as a foreign corporation;
- c) Services or activities, other than financial auditing, engaged in by the corporation/organization. The Proposer shall include branches or other subordinate units or divisions that will perform or assist in performing any work resulting from this RFP; the number of years the firm has been existence; the size of the firm and; the primary markets of the firm's services.

5. Experience and Qualifications

The Proposer (or general partner of the firm) must have ten (10) or more years of recent and relevant experience in providing similar municipal financial auditing services in scope and complexity to the scope of services described in this RFP. Documentation clearly demonstrating that the Proposer has the required experience must be included in the proposal submission. Also, resumes of key personnel who will be assigned to this project must be included. Please list references and contacts of similar municipal audits performed by your firm as Attachment E (be sure to include contact entity, contact name, contact phone number, audit completion dates, # of hours to complete the audit).

The firm must be licensed by the State of Wisconsin Department of Regulation and Licensing to practice as Certified Public Accountants. An affirmative statement that your firm and all assigned key staff are properly licensed to practice in the State of Wisconsin must be submitted.

Additionally, the following information must be contained in the RFP response:

- a) A list of prior audits performed by your firm for which CAFR's were prepared and awarded the GFOA "Certificate of Achievement for Excellence".
- b) A list of prior audits performed under the Single Audit Act with major federal programs included.
- c) A description of your firm's continuing education practices and policy.

6. Financial Auditing Services

The Proposer must be able to provide all the services required for the Basic Proposal as described in this RFP and must propose methods of providing all of those services.

- a) An anticipated schedule for performing key phases of the audit.
- b) A brief description of the audit procedures to be followed, presented in the form which shall best aid the City in evaluating your firm's ability to identify, evaluate and communicate a local, municipal problem. Please be specific as to audit procedures which relate to the City's mainframe and personal computer network systems.
- c) A brief description of any controversies or lawsuits in which you are currently involved or to which you have been a party during the last five years.

7. Additional Services

Use this section to propose any additional services or special expertise that you offer but were not specifically mentioned above and may be advantageous to the City. Fully describe each item, and provide sufficient pricing information so that the City may, or may not, elect to incorporate any items proposed in this section into the final contract.

**B. Price Proposal**

1. Proposer/Contractor must fully complete the "Price Proposal Form" (Attachment B). Any one-time or set-up charges, and all other fees that will be charged must be included. Prices entered must include all components of each service.

**Basic Price Proposal**

All Proposers must complete this portion of the Price Proposal. The price must reflect all costs which the City would be required to pay the Proposer in connection with the Technical Proposal described under the Scope of Services in Section III if the Proposer is awarded a contract.

The price proposals shall be packaged separately from the technical response in a sealed envelope in along with the RFP submission packet clearly labeled "Price Proposal for Financial Audit Services" and shall include a price for each category listed on Attachment B "Price Proposal Form." All other costs, on an annualized basis, for which the City will be expected to pay must be indicated on the form.

## Section V – Evaluation/Selection Process

Following the opening of the proposal packages, the proposals will be evaluated by a Selection Committee appointed by the Director of Finance/Treasurer, comprised of appropriate City staff.

Contract award will be based on two separate phases: technical (quality) and price.

### A. Technical (80 points)

The Evaluation/Selection Committee will first evaluate and rate all responsive proposals on the technical criteria listed below. The criteria are itemized with their respective weights for a maximum total of 80 points for all technical criteria. A Proposer may receive the maximum 80 points or a portion of this score depending on the merit of its proposal, as judged by the Evaluation/Selection Committee in accordance with the following guidelines:

A score less than 70% of the total possible points will disqualify the Proposer from further consideration.

#### 1. Experience and Qualifications (50 points)

This category includes, but is not limited to:

- a) Proposer's previous experience in performing financial services of similar scope, quantity and complexity as those described in this RFP.
- b) Qualifications and experience of key staff assigned to the Contract resulting from this RFP.
- c) References.
- d) Experience/familiarity with the City of La Crosse operating systems.

#### 2. Quality of Financial Services (30 points)

This category includes but is not limited to:

- a) Ability to perform all required services in an acceptable time frame and in a manner that is conducive to effective financial management by the City.
- b) Ability to provide effective recommendations regarding accounting and internal control procedures.
- c) Ability to effectively represent the City at public hearings related to the audit and audit related matters.
- d) Hours and staff mix planned to complete the audit.

**Note:** Prior to the technical proposal rating and ranking, the Evaluation Committee may request oral presentations from those Proposers deemed responsive. The purpose of the oral presentation, if held, will be for the Proposers to explain their proposals. Neither the proposals nor prices or types of service described therein shall be altered at such presentation.

### B. Price Proposal (20 points)

After the Evaluation/Selection Committee has rated and ranked the proposals based on technical proposals and, if applicable, oral presentations, it will then evaluate the price proposals of those Proposers remaining in consideration. The Basic Price Proposal submission will be assigned a maximum total of 20 points.

Evaluated in the following manner:

The responsive proposal with the lowest total cost proposed on the Basic Proposal will be given 20 points. Every other proposal will be given points proportionately in relation to the lowest total price proposed on the Basic Proposal. This point total will be calculated by dividing the lowest total price proposed by the

total price proposed of the proposal being evaluated with the result being multiplied by the weight (20 points) to arrive at a cost score of less than the full 20 points for price.

Example:  $\frac{\text{Lowest Cost Proposed for Basic Proposal}}{\text{Proposer's Cost Proposed for Basic Proposal}} \times \text{Total Points (20 points)} = \text{Points}$

**C. Overall Ranking**

The Evaluation/Selection Committee will then determine the overall ranking by adding the Price proposal evaluation score with the Technical (quality) score to determine the overall ranking.

Following the evaluation and ranking of the proposals, the Evaluation Committee will recommend to the City's Finance Committee and Common council that a contract be awarded.

**D. Contract Award**

The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the La Crosse City Council to be in the best interest of the City. The La Crosse City Council's decision of whether to make the award and which proposal is in the best interest of the City shall be final.



## Attachment A – RFP Submission Signature Page

### City of La Crosse, Wisconsin Financial Audit Services Request for Proposal

Name of Firm: \_\_\_\_\_

Signature of Authorizing Official: \_\_\_\_\_

Printed Name of Authorizing Official: \_\_\_\_\_

Title of Authorizing Official: \_\_\_\_\_

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

**CITY OF LA CROSSE, WISCONSIN  
FINANCIAL AUDIT SERVICES PROPOSAL  
ATTACHMENT B – PRICE PROPOSAL FORM**

	For Year Ended December 31, 2013	For Year Ended December 31, 2014	For Year Ended December 31, 2015	For Year Ended December 31, 2016	For Year Ended December 31, 2017
General Audit	\$	\$	\$	\$	\$
Federal & State Single Audit					
WI DOR Report Form C & Tax Rule 16 Audit					
TIF Audit					
Room Tax Audit					
Grants, Leases, & Contract Audits					
Water Utility Audit					
Sanitary Sewer Utility Audit					
Parking Utility Audit					
Storm Water Utility Audit					
Airport Audit					
Sanitary Sewer District #1 Audit					
Transit Special Revenue Fund Audit					
*Other					
<b>Totals</b>	\$	\$	\$	\$	\$

\*Please explain the details associated with the costs in the "Other" section \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

AUTHORIZED AGENT SIGNATURE \_\_\_\_\_

AUTHORIZED AGENT NAME (PLEASE PRINT) \_\_\_\_\_

DATE \_\_\_\_\_



**CITY OF LA CROSSE, WISCONSIN  
FINANCIAL AUDIT SERVICE PROPOSAL  
ATTACHMENT C – CITY LEASES, EASEMENTS, AND CDBG/UDAG LOAN AGREEMENTS  
(THIS IS A SAMPLE LIST ONLY)**

**COMMON COUNCIL CONTRACTS**

BOY SCOUTS OF AMERICA  
BOY'S & GIRL'S CLUB OF LA CROSSE, INC  
BOYS' CLUB OF LA CROSSE, INC  
BRENNAN MARINE, INC.  
BROSIS, LLP  
CAMPBELL, TOWN OF  
CBQ RAILROAD (BURLINGTON NORTHERN)  
CITY BREWING COMPANY, LLC  
COMMUNICATION SERVICES  
CORPS OF ENGINEERS, US ARMY  
COULEE REGION HUMANE SOCIETY  
COUNTY OF LA CROSSE  
DOWNTOWN LA CROSSE SCULPTURE  
PROJECT & LA CROSSE TRIBUNE  
GUNDERSEN CLINIC  
HARTER'S QUICK CLEAN-UP  
LA CROSSE AREA CONVENTION &  
VISITORS BUREAU  
LA CROSSE FESTIVALS, INC.  
LA CROSSE MUNICIPAL BOAT HARBOR  
LA CROSSE PETTIBONE BOAT CLUB  
LA CROSSE SENIOR CITIZEN MULTIPLE  
SERVICE CENTER  
LA CROSSE SOCCER CLUB  
NATIONAL RAILROAD PASSENGER  
CORPORATION (AMTRAK)  
NORPLEX OAK, INC.  
NORTHERN STATES POWER  
ONALAKSA, CITY OF  
PETTIBONE PARK RESORT, INC.  
RIVERFRONT HOTEL, INC.  
RIVERLAND GIRL SCOUT COUNCIL  
RIVERSIDE CENTER, LLC  
RLH ASSOCIATES  
SCHINDLER ELEVATOR CORP.  
SHELBY, TOWN OF  
TICKETMASTER, LLC  
U.S. POSTAL SERVICE  
UNIVERSITY OF WISCONSIN – LA CROSSE  
URSA SYSTEMS, INC.  
WISCONSIN DOT  
WISCONSIN, STATE OF

**PUBLIC WORK LEASES**

AMTRAK  
CALEDONIA STREET MERCHANTS  
CLEARVIEW SIGNS  
DAVY ENGINEERING  
MATHY CONSTRUCTION CO

**PARK LEASES**

4000 FOUNDATION, LTD  
ABRAHAM & ZAHN ROOFING & SHEET METAL  
FARMERS MARKET  
FOREST HILLS  
FRONT STREET, INC. (PIGGY'S)  
GIRL SCOUTS  
GRAND CROSSING INTERLOCK TOWER  
GREEN ISLAND CONCESSION  
HANKE TERMINALS  
MINNESOTA PUBLIC RADIO, INC.  
OKTOBERFEST  
PETTIBONE BOAT CLUB  
PETTIBONE PARK CAMPGROUND, INC.  
RIVERBOATS AMERICA INC. (LA CROSSE  
QUEEN AND SKIPPER LINER)  
RIVERFEST  
ROTARY LIGHTS  
UNIVERSITY OF WI-LA CROSSE  
WEST SIDE BOAT CLUB

**CDBG/UDAG LOANS/AGREEMENTS**

GRAND RIVER STATION APARTMENTS, LLC  
4000 FOUNDATION  
AUTHENTICOM, INC  
CHRIS KAHLOW  
R&R RESTAURANTS, INC  
CURTIS PRINTING  
RIVER ARCHITECTS  
LA CROSSE BASEBALL, LLC  
MAIN ST RENAISSANCE, INC  
COULEE REGION BUSINESS CENTER  
2<sup>ND</sup> & MAIN, LLC  
AIRBORNE DATA LINK/SIA OF WI LTD  
FOUR SISTER'S WINE & TAPAS  
MISC. HOME LOANS/MORTGAGES  
JADE CAFÉ  
LA CROSSE INDUSTRIAL PARK CORP (LIPCO)  
PEOPLES FOOD COOP  
CASINO BAR  
POINTE WEST INVESTMENTS  
KELLOGG'S INVESTMENTS  
LA CROSSE GRAPHICS  
INVISIBLE FENCE/FAMILY DOG CENTER  
EAST POINT, LLC  
MONS ANDERSON/OCEAN FIN, LLC  
LA CROSSE'S FINEST, LLC (DUBLIN SQUARE)

## **AIRPORT LEASES**

AMERICAN EAGLE  
AMERICAN TOWER CORPORATION  
ANTHONY P. BALSAMO (VINNY'S RUNWAY)  
AVIS CAR RENTAL  
BEMIDJI AVIATION SERVICES  
BUREAU OF LAND MANAGEMENT (DEPT OF THE INTERIOR)  
CITY OF LA CROSSE SANITARY SEWER  
CITY OF LA CROSSE WATER UTILITY  
CIVIL AIR PATROL CORP  
COLGAN AIR SERVICES (TDM INC)  
CORPS OF ENGINEERS  
DAIRYLAND POWER COOPERATIVE  
DAWSON OIL COMPANY, LTD  
DELTA AIRLINES INC  
ENTERPRISE RENT-A-CAR CO.  
FAA - LOCALIZER  
FAA - QUARTERS  
FAA - TOWER  
FAA - TVOR  
FAA - WEATHER  
FAA - VASI  
CHANNEL  
HERTZ CAR RENTAL  
HERTZ LAND LEASE  
LSE COUNTY - FANTA-REED EASEMENT  
LSE COUNTY - NELSON PARK  
MIDWEST AIR LLC  
NATIONAL CAR RENTAL  
PLESHA PHOTO ARTS (ADVERTISING LEASE)  
PRAIRIE MOON NURSERY  
R & R DEVELOPMENT LLC  
STANSFIELD VENDING  
STARNDARD PARKING CORPORATION  
T-HANGAR LEASES  
TRANSPORTATION SECURITY ADM

## **CITY EASEMENTS**

SURVEY STATION 15812 PLUS 31 - MILE POST 299 & 2511 - WATER MAIN  
SURVEY STATION 15492 PLUS 15 - MILE POST 293, 412 - WATTER PIPELINE  
SURVEY STATION 15500 PLUS 07 - MILE POST 293, 562 - WATER PIPELINE  
SEWER-WATER PERMIT - HWY B ANNEX  
CMC REAL ESTATE CORP - SANITARY SEWER WATER PIPE LINE AT NORTH LA CROSSE  
SURVEY STATION 15977 PLUS 51-  
MILE POST 302 & 3191 - BRNGTN NTHRNN RR  
SEWER PIPES CROSSING RAILROAD ROW -  
PAMMEL CREEK SANITARY SEWER  
SANITARY SEWER PIPELINE CROSSING -  
CALVERT WISC 15517 PLUS 40  
SANITARY SEWER PIPELINE CROSSING -  
CALVERT WISC 15478 PLUS 85  
SANITARY SEWER PIPELINE CROSSING -  
CALVERT WISC 15492 PLUS 05  
SANITARY SEWER PIPELINE CROSSING -  
CALVERT WISC 15499 PLUS 97

**CITY OF LA CROSSE, WISCONSIN  
FINANCIAL AUDIT SERVICE PROPOSAL  
ATTACHMENT D – ROOM TAX REPORTING & COLLECTIONS  
(THIS IS A SAMPLE LIST ONLY)**

**ROOM TAX FACILITIES**

ADRIATIC MOTEL  
AFFORDABLE INN  
AMERICA'S BEST VALUE INN  
BENTLEY-WHEELER B&B  
BEST WESTERN MIDWAY RIVERFRONT  
BLUFFVIEW HOUSE  
BROOKSTONE INN  
CANDLEWOOD SUITES  
COURTYARD MARRIOTT  
ECONOLODGE  
FRANCISCAN SKEMP  
GRANDSTAY SUITES  
HOLDIAY INN HOTEL & SUITES  
HOWARD JOHNSON  
LA CROSSE LUTHERAN  
LA CROSSE SETTLE INN  
MAPLE GROVE MOTEL  
MIDWAY MOTOR LODGE  
RADISSON MOTEL  
SUPER 8  
UNIVERSITY OF WISCONSIN – LA CROSSE  
VITERBO COLLEGE  
WELCH MOTEL  
WILSON SCHOOL HOUSE INN

**CITY OF LA CROSSE, WISCONSIN**  
**FINANCIAL AUDIT SERVICE PROPOSAL**  
**ATTACHMENT E – REFERENCES** (be sure to include contact entity, contact name,  
contact phone number, audit completion dates, # of hours to complete the audit).

**CITY OF LA CROSSE, WISCONSIN  
FINANCIAL AUDIT SERVICES PROPOSAL  
ATTACHMENT F – SAMPLE CONTRACT**

**CITY OF LA CROSSE WISCONSIN  
AUDIT SAMPLE CONTRACT**

By this Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 between \_\_\_\_\_, hereinafter referred to as the Auditor, and the City of La Crosse, Wisconsin, a municipal corporation, hereinafter referred to as the City, the parties hereto agree as follows:

**Scope of Services**

- A. The financial audit including the single audit shall cover the City’s fiscal years ending December 31, 2013; December 31, 2014; December 31, 2015; December 31, 2016; and December 31, 2017. The Auditor shall conduct an examination of the City’s financial statements of all fund types and account areas. The funds and account areas to be included in the audited financial statements consist of those listed below:

- General Fund
- Special Revenue Funds
- Debt Service Fund
- Capital Projects Funds
- Enterprise Funds
- Internal Service Funds
- Trust and Agency Funds
- General Fixed Asset
- General Long Term Obligations
- Grant Funds (including Federal State Programs, Housing & Urban Development (HUD), Community Development Block Grant (CDBG), Miscellaneous grants)
- Sampling of City Leases, City Easements, City Contracts, and CDBG/UDAG Loan Agreements in Attachment C
- Room Tax Audit of a Sampling of those establishments in Attachment D
- Tax Incremental Financing Districts
- State Report Form C

This examination is to be performed in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States. The Auditor shall conduct the audit in accordance with federal and state single audit requirements of the Single Audit Act and in accordance with the U.S. Government OMB Circular A-133 and the State of Wisconsin.

B. In addition to conducting the aforementioned audits, the Auditor shall:

1. Report on the examination of the general purpose financial statements of the City prepared in conformity with generally accepted accounting principles for the years ending December 31, 2013; December 31, 2014; December 31, 2015; December 31, 2016; and December 31, 2017. The Auditor shall provide an unqualified opinion with respect to the general purpose financial statements or if an unqualified opinion cannot be expressed, a qualified opinion, adverse opinion, or a disclaimer of opinion with an explanation of the reasons therefore.
2. Although capable, the City's Finance Department does not have the time resources needed to prepare and file certain documents. As a result, the auditor will be asked to prepare the following: the Schedule of Expenditures of Federal Awards (SEFA), the financial statement including all applicable footnotes, the Wisconsin State Report Form C (and timely filing of said report), Wisconsin Tax Rule 16 reporting, and summary financial statements that the auditor will be required to present at a City Council meeting. The City will provide supporting documentation from which the information required to prepare these documents can be accumulated. The auditors' costs associated with the preparation of these documents should be included in the Price Proposal Form on Attachment B. The City will prepare the Annual Report of the Water Utility required by the Public Service Commission of Wisconsin.
3. Journal entries for all City funds must be completed and discussed with the appropriate City staff five working days before May 1<sup>st</sup>.
4. Prepare the Federal and State Single Audit Reports for the years ending December 31, 2013; December 31, 2014; December 31, 2015; December 31, 2016; and December 31, 2017.
5. Prepare financial statements in conformity with generally accepted accounting principles for the years ending December 31, 2013; December 31, 2014; December 31, 2015; December 31, 2016; and December 31, 2017.
6. Complete the Wisconsin Department of Revenue's Financial Report Form C for the years ending December 31, 2013; December 31, 2014; December 31, 2015; December 31, 2016; and December 31, 2017.
7. Complete a supplemental audit report and an opinion, as required by Wisconsin Tax Rule 16, on the Financial Report Form C as required by the State of Wisconsin for the years ending December 31, 2013; December 31, 2014; December 31, 2015; December 31, 2016; and December 31, 2017.
8. Complete an annual Tax Incremental Financing Compilation Report as required by Wisconsin State Statute 66.1105 for the years ending December 31, 2013; December 31, 2014; December 31, 2015; December 31, 2016; and December 31, 2017.
9. Prepare a lease/contract/easement audit report for the years ending December 31, 2013; December 31, 2014; December 31, 2015; December 31, 2016; and December 31, 2017.
10. Prepare a room tax audit for the years ending December 31, 2013; December 31, 2014; December 31, 2015; December 31, 2016; and December 31, 2017.

11. Prepare a management letter for the years ending December 31, 2013; December 31, 2014; December 31, 2015; December 31, 2016; and December 31, 2017. This letter shall identify management concerns, assess the effects of those concerns on financial management and propose corrective measures.
  12. Prepare the Federal Data Collection Form of each year for the years ending December 31, 2013; December 31, 2014; December 31, 2015; December 31, 2016; and December 31, 2017.
  13. Auditor must comply with generally accepted accounting and auditing standards along with federal and state single audit requirements, which are contained in the following documents.
    - Pronouncements issued by the Governmental Accounting Standards Board and the Financial Accounting Standards Board.
    - Governmental Accounting, Auditing and Financial Reporting and statements issued by the National Council on Governmental Accounting.
    - Statements on Auditing Standards issued by the AICPA.
    - AICPA industry audit guide – Audits of State and Local Governmental Units.
    - Circular OMB A-133 Compliance Supplements.
    - The provisions of OMB Circular A-133, Audits of State, Local Governments and Non-Profit Organization.
    - State Single Audit Guidelines, Standards and Procedures, issued by the State of Wisconsin, Department of Administration.
    - State of Wisconsin Tax Rule 16.
    - The Government Auditing Standards, “Yellow Book”, issued by the Comptroller General of the United States.
    - Other federal and state program audit guides, as applicable.
- C. The partner in charge shall be available to attend any required public meetings, at which the audit reports or audit related items may be discussed. Provide, at no additional charge, routine consultation regarding recommended accounting procedures and Internal Revenue Service and Wisconsin Department of Revenue regulations as they apply to the City throughout the term of this agreement.
- D. The City may, from time to time, request changes in the scope of services of the Auditor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Auditor’s compensation, which are mutually agreed upon by and between the City and the Auditor, shall be incorporated in written amendments to this contract. The Auditor shall not perform any services in addition to those identified in this contract unless the City has authorized such services.

## Report Requirements

- A. The Auditor shall file and submit the following reports at the completion of the audit:
  1. Fifty (50) copies of the general purpose financial statements of the City prepared in conformity with generally accepted accounting principles by July 31<sup>st</sup> of each year. The Auditor shall provide an unqualified opinion with respect to the general purpose financial statements or if an unqualified opinion cannot be expressed, a qualified opinion, adverse opinion, or a disclaimer of opinion with an explanation of the reasons therefore.

2. Thirty (30) copies of a management letter shall be due on July 31<sup>st</sup> of each year. This letter shall identify management concerns, assess the effects of those concerns on financial management and propose corrective measures.
  3. Fifty (50) copies of the Federal and State Single Audit Reports in accordance with OMB Circular A-133 and State Single Audit Guidelines by July 31<sup>st</sup> of each year.
  4. Five (5) copies of the Wisconsin Department of Revenue Report Form C to the State by May 15<sup>th</sup> each year.
  5. Six (6) copies of the supplemental audit report, as required by Wisconsin Tax Rule 16, on the Financial Report Form C by July 31<sup>st</sup> of each year as required by the State of Wisconsin.
  6. Forty-five (45) copies of the annual Tax Incremental Financing District Compilation Report as required by Wisconsin State Statute 66.1105 by May 1<sup>st</sup> of each year. Currently, the City has eleven active TIF districts with two proposed. The Auditor shall prepare all necessary documents in a timely manner and express an opinion on compliance with State Tax Increment Financing (TIF) regulations.
  7. Federal Data Collection Form for each year filed by the auditor and certified by the City by September 30<sup>th</sup> of each year.
  8. Fifteen (15) copies of the City Room Tax audit reports for a sample of room tax permittees as designated by Government in accordance with the City Room Tax ordinance by July 31<sup>st</sup> of each year.
  9. Fifteen (15) copies of the Government grants, leases, and contracts audit reports which include a sample from the City's list of grants, leases and contracts by July 31<sup>st</sup> of each year.
- B. The Auditor shall print and bind the financial statements and schedules described in A above & D below.
- C. The Auditor shall hold an exit conference with the appropriate City personnel to review draft copies of the aforementioned reports before such reports are presented to the governing body.
- D. The Auditor shall submit the following number of copies of each report discussed in A above:

REPORT	NUMBER OF COPIES
General Purpose Financial Statements	_____50_____
Federal and State Single Audit Reports	_____50_____
Management Letter	_____30_____

Supplemental Audit Report required  
By the Wisconsin Department of



Revenue's Tax Rule 16	<u>6</u>
Wisconsin Department of Revenue's Annual Report Form C	<u>5</u>
Tax Incremental Financing District Reports	<u>45</u>
Room Tax Audits	<u>15</u>
Grant, Lease and Contracts Audits	<u>15</u>

The Auditor shall deliver these reports to:

Director of Finance/Treasurer  
City Hall 6<sup>th</sup> Floor Finance Dept  
400 La Crosse St  
La Crosse, WI 54601-3396

The Auditor shall deliver to:

1. State of Wisconsin agencies as required in connection with program single audit reports and supplemental audit report required by Wisconsin Tax Rule 16 and any other audit requirements during term of audit contract.
2. Federal government agencies as required by the Single Audit Act the required copies.
3. Wisconsin Department of Transportation the required number of copies.
4. FTA the required number of copies.
5. Proper agencies as required by Wisconsin State Statutes the required copies of the Tax Incremental Financing District Compilation Report.
6. Wisconsin Department of Revenue the required copies of the Wisconsin Department of Revenue Financial Report Form C.

**City Responsibilities**

- A. The City recognizes that its appropriate officers have the responsibility for the proper recording of transactions in the books of account and the balancing of accounts, for maintenance of an adequate system of internal controls, and for the substantial accuracy of the financial statements.
- B. The City will have closed all accounts by March 31 for the previous year. At that time, copies of ledgers, journals and all support documentation will be available to the Auditor

## **City Assistance Available to Auditor**

- A. During the audit the following assistance shall be provided to the Auditor:

The City will provide electronic documentation, if available, upon request from the auditor. A copy machine is available to the auditor at the applicable rate.

## **Location of Workspace**

- A. The City shall provide adequate space for the Auditor to conduct the examination efficiently.

## **Auditor's References**

- E. The Auditors will provide a reference list of comparable municipal units within the State of Wisconsin that they have previously audited on Attachment E-References (be sure to include contact entity, contact name, contact phone number, audit completion dates, # of hours to complete the audit).

## **Compensation (Detailed Schedule Attached)**

- A. Periodic progress billings may be submitted for services rendered to date, but not more often than monthly. The final payment for any audit shall become due after the submission of all reports required under the "Report Requirements" Section in this contract and their acceptance by the City. Invoices shall be mailed or e-mailed to the attention of:

Mr. Wayne Delagrave, Director of Finance/Treasurer  
City Hall Finance Department  
400 La Crosse St  
La Crosse, WI 54601-3396  
delagravew@cityoflacrosse.org

## **City's Standard Terms & Conditions**

- A. The Auditor shall agree to the City's Standard Terms & Conditions (Attachment G to both this document and the original request for proposal.)

## **Subcontracting**

- A. The Auditor shall not subcontract any of the work or services by this contract without the prior written approval of the City.

## **Retention and Inspection of Working Papers**

- A. The Auditor shall retain working papers prepared in connection with the services performed under this contract for a minimum of five years from the date of the audit report, unless the Auditor is notified in writing to extend the retention period. During such time period the Auditor shall allow duly authorized representatives of the City agencies that regulate it, and agencies that provide grant

funding to it, access to and the right to examine the working papers prepared in connection with the services performed under this contract.

**Default and Termination**

- A. In the event Auditor fails to perform under this contract or any of the terms or conditions thereof, the City may in addition to any legal and equitable remedies provided by law, terminate this contract upon ten (10) days prior written notice before the effective date of such termination to Auditor unless such breach of contract is due to circumstances beyond control of Auditor. In the event of termination, Auditor shall deliver to the City all reports and such other information or materials as may be accumulated by Auditor in performing the services included in this agreement, whether completed or in progress. In the event progress payments have been made to Auditor, Auditor may be required to return any money given to Auditor should said sums previously given not equal the amount for work and services received.

**Discrimination Prohibited**

- A. Auditor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60) which prohibits discrimination against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

WITNESS:

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

AUDITOR:

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

CITY OF LA CROSSE:

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

\_\_\_\_\_  
Timothy Kabat, Mayor

\_\_\_\_\_  
Teri Lehrke, City Clerk

**CITY OF LA CROSSE, WISCONSIN**  
**FINANCIAL AUDIT SERVICES PROPOSAL**  
**ATTACHMENT G - STANDARD TERMS AND CONDITIONS**

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this section titled "Standard Terms and Conditions" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.

6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of this Agreement by the Contracting Party, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined.

9. **TERMINATION FOR CONVENIENCE.** La Crosse may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.

11. **DELAYS.** If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. **OPINIONS OF COST.** Any opinion of costs prepared by La Crosse is supplied for general guidance of Contracting Party only. La Crosse cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.

13. **USE OF LA CROSSE PROPERTY.** Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

14. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
- 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, La Crosse shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The City of La Crosse, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with La Crosse, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide La Crosse with a thirty (30) day notice prior to termination or cancellation of the policy. La Crosse reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

15. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contracting Party, 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 La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contracting Party shall reimburse La Crosse, its elected and appointed officials, 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. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

16. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of La Crosse have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.

17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. **NOTIFICATION.** Contracting Party shall:

- (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify La Crosse in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
- (2) Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
- (3) Notify La Crosse, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. **ASSIGNMENT, SUBLET, AND TRANSFER.** Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of La Crosse. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

23. **NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. **SUBCONTRACTING.** None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. **POLITICAL ACTIVITIES.** Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

28. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

29. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of La Crosse, granting approvals or conditions attendant with such approval, the specific action of La Crosse shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. **AMENDMENT.** This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of La Crosse. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

32. **TIME COMPUTATION.** Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. **NOTICES.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one

(1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn: City Clerk City of La Crosse 400 La Crosse Street La Crosse, WI 54601	Copy to:	Attn: City Attorney City of La Crosse 400 La Crosse Street La Crosse, WI 54601
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Contracting party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. **INCORPORATION OF PROCEEDINGS AND EXHIBITS.** All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by La Crosse, including but not limited to adopted or approved plans or specifications on file with La Crosse, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

35. **ACCESS TO RECORDS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

36. **PUBLIC RECORDS LAW.** Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless La Crosse, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. **CONSTRUCTION.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. **COMPLIANCE WITH LAW.** The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

40. **FORCE MAJEURE.** La Crosse shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. **EXECUTION OF AGREEMENT.** Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Revised: July 2011