



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

[Dane County Sheriff's Office](#)

RFP NUMBER

#110038

RFP TITLE

[Law Enforcement Staff Scheduling Software](#)

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for staff scheduling software.

DEADLINE FOR RFP SUBMISSIONS

2:00 p.m. Central Time

May 18, 2010

[LATE, FAXED OR UNSIGNED PROPOSAL WILL BE REJECTED](#)

SUBMIT RFP TO THIS ADDRESS

DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY- COUNTY BUILDING
210 MARTIN LUTHER KING JR BLVD
MADISON, WI 53703-3345

SPECIAL INSTRUCTIONS

- Label the lower left corner of your sealed submittal package with the RFP number**
- Place the Signature Affidavit as the first page of your proposal**
- [Submit one original and \(4 \) copies of your technical proposal](#)**
- [Submit one original and \(1 \) copy of your cost proposal](#)**
- [Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD](#)**

DIRECT ALL INQUIRES TO

NAME [Carolyn Clow](#)

TITLE [Purchasing Agent](#)

PHONE # [608/266-4966](#)

FAX # [608/266-4425](#)

EMAIL clow@co.dane.wi.us

WEB SITE www.danepurchasing.com

DATE RFP ISSUED: April 13, 2010

#110038

Dane County Vendor Registration Program

All bidders wishing to submit a bid/proposal must be a *paid registered vendor* with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com , or you can obtain a Vendor Registration Form by calling 608.266.4966. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

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1.0 GENERAL INFORMATION

1.1 Introduction and Background

The purpose of this document is to provide interested parties with information enabling them to prepare and submit a proposal for staff scheduling software.

The Dane County Sheriff's Office intends to use the results of this process to award a contract for staff scheduling software.

Dane County is located in the south-central part of Wisconsin. It is home to over 480,000 people residing in 60 cities, towns, and villages, the largest being Madison with a population of over 220,000. Madison, a vibrant capital city, is home of the University of Wisconsin-Madison with 40,000+ students, a hub for emerging high tech and knowledge industries, and known for its lakes, natural beauty, parks, recreational opportunities, and varied arts and cultural offerings. Dane County's distinctions include accessible natural resources, prime agricultural land, and both rural and urban assets.

The Dane County Sheriff's Office (DCSO) provides services to the citizens of Dane County with 568 staff including 458 sworn staff and 110 non-sworn staff and a 2010 operating budget of \$63,050,046. The DCSO is comprised of four divisions including Executive Services, Support Services, Security Services and Field Services.

Executive (Administrative) Services is responsible for the administrative and personnel functions of the office including budget oversight, public information, recruiting, backgrounds investigations, hiring, training, professional standards, payroll, scheduling, cost accounting and accounts payable.

Support Services is responsible for the technological and equipment research and procurement, along with the court services, bailiff, crime scene investigations, conveyances, records, warrants and civil process sections.

Field Services is responsible for the patrol, traffic team, contract policing, airport security, investigative, and the marine and trail enforcement sections. Field Services is also responsible for the specialty teams including the explosive ordinance device (EOD) team, the tactical response team (TRT), the hostage negotiations team (HNT), the dive team, the fire investigation team, the special events team (SET), and the K9 team.

Security Services is responsible for the Dane County jail system, which is comprised of three facilities. The 1950s era maximum security City-County Building Jail (CCB), located at 210 Martin Luther King Jr. Blvd., has a design capacity of 341 beds, with 24 segregation cells. The 1990s era medium/minimum security Public Safety Building (PSB), located at 115 W. Doty St., Madison uses dorm style direct supervision housing 408 inmates and indirect supervision intake housing 64 inmates with an additional 20 segregation beds. The 1980s era minimum-security Ferris Center work release facility

houses 144 inmates although it is double bunked with a capacity of 288.

Appendix 1 - Personnel Organization Chart shows the distribution of staff, which will be described in other venues. However, one system warrants explanation initially. Field Services has a set number of personnel allocated to cover the posts assigned to Field Services. Replacement staff for time-off is drawn only from personnel assigned to Field Services. This is not the case in Security Services and Support Services. In Security Services and Support Services, there is a set number of the staff assigned to each division but not enough to cover all leave time. The organization has a group of employees called “Task Force” who are cross-trained to fill vacancies in both Support Services and Security Services on all three shifts. Task Force employees are assigned to a work area, usually 24 hours in advance of their shift, but can be reassigned up to an hour before their shift starts, and are sometimes reassigned to another division during their shift. For purposes of supervision, 25 dayshift Task Force employees are assigned to the Support Services Division, and 22 second and third shift Task Force employees are assigned to Executive Services Division.

1.2 Scope of the Project

1.2.1 Project Description

The Dane County Sheriff’s Office is seeking a scheduling software solution that will significantly reduce time and effort in scheduling; it is anticipated it will eliminate manual phone calls for staff, automate and integrate payroll systems, facilitate the reduction of overtime, provide an alerting system for emergency call-in systems, manage off-duty employment scheduling, automate time-off management and annual vacation choices through bidding or auctions. In addition to the scheduling software, the organization is seeking a personnel module which tracks employee movement to include promotions and demotions, a training module and internal affairs tracking software.

The software should have the ability to manage a dynamic and changing daily roster or schedule, produce a variety of staffing and usage reports, allow employees access to their personal calendars, shift assignment bidding, vacation bidding process, eliminate manual paper procedures, include a training component to include certifications and licenses, include off-duty employment. The software must either integrate with or replace the existing personnel module. The software must be able to integrate with the County central payroll system; Personality 2000; and should allow for automated tracking of Fair Labor Standards Act (FLSA) compliance.

The organization is also seeking a means to track citizen complaints and maintain a database of employee discipline.

The Dane County Sheriff’s Office seeks to purchase a software system that is: well-designed with integrated functionality, user-friendly, highly

customizable, well-supported, well-serviced, and long-lived, i.e., one-time purchase followed by enhancements and upgrades.

1.2.2 Objectives

The County intends this RFP to secure competitive proposals and the system design concept statements contained in this and subsequent sections are intended to establish a general framework and quality level of the scheduling system desired. Solutions are required to offer equipment, software, supplies and/or services to produce a comprehensive solution to the design concepts described herein. The County expects to review creative, competitive solutions that address the needs of the public safety in Dane County. While adherence to specifications is strongly desired, proposers may take exception to any requirement of the RFP. However, exceptions must be clearly stated and noted as such with supporting documentation in the response.

The primary goal of this process is to replace the current scheduling software with a flexible department wide system that is accessible by all employees. The system should have the ability to evolve and seamlessly integrate future technologies, allowing for longevity of the proposed solution.

1.2.3 Current Operations

The Dane County Sheriff's Office operates 24 hours a day, seven days a week. The organization consists of four divisions, which include the Security Services division, which has 273 employees, Executive Services division which has 44 employees, Support Services Division, which has 93 employees and the Field Services Division, which has 158 employees for a total of 568 employees. Dane County has contracts with five different bargaining units with varied salaries, benefits and work schedules.

The current schedules include, but are not limited to 14 different shifts, starting at staggered times throughout the day. The shifts range from employees who work part-time a couple hours a day, a couple times a week to employees who work ten hours a day, with no set rotation or days off. The organization has approximately 370 fixed posts (164 weekends and holidays) that must be filled on a daily basis as well as posts that don't require mandatory staffing. There are 18 different rotations that include Monday through Friday with weekends and holidays off; Monday through Friday with weekends off and work holidays; six days work and three days off; five days work, two days off, five days work, three days off; six days work, two days off (three day weekend every fifth and sixth week); Monday through Friday with union weeks; Monday through Friday with union days, etc. Currently the organization uses Spillman Technologies Scheduling Module and Highline Corporation's Personality Payroll Module which both require extensive data entry. Employees currently submit forms requesting leave time

and payroll information. The information then has to be manually entered into the scheduling module and payroll system. The scheduling module and payroll software do not utilize the same software and are not integrated. Schedulers complete a daily schedule that is posted for employee viewing but is not in real time and changes frequently. Schedulers and Supervisors are required to call employees to determine if they wish to work overtime which sometimes requires up to 60 calls a day. Schedulers spend weeks each year calling employees and scheduling vacation and holiday time off for the following year. The organization manually tracks FLSA compliance.

The organization uses Spillman Technologies Personnel Module to document employee information and training, certifications and licensing. Discipline and citizen complaints are documented using an Access database. The system lacks an alerting component and has limited searching and organizing capabilities.

The organization has 2 ½ employees assigned to scheduling and 2 ½ employees assigned to payroll. An Administrative Manager supervises them. Supervisors from the second and third shifts supplement the scheduling staff by filling vacancies that occur on the shifts.

The County has engaged a consultant to evaluate most aspects of the staffing in the Sheriff's Office. The results of this analysis will be available prior to implementation of the selected software solution. Any staffing changes recommended will be included in the implementation of the software solution nselected by the County.

1.3 Procuring and Contracting Department/Division

This Request for Proposal (RFP) is issued by Dane County, Department of Administration, Purchasing Division, which is the sole point of contact for the County during the selection process. The person responsible for managing the procurement process is Carolyn Clow, Purchasing Agent.

The contract resulting from this RFP will be administered by Dane County Sheriff's Office, Administrative Manager, Patty McCarthy.

1.4 Definitions

The following definitions are used throughout the RFP.

County means Dane County Sheriff's Office

Proposer/vendor means a firm submitting a proposal in response to this RFP.

Contractor means proposer awarded the contract.

1.5 Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail to:

Carolyn Clow
Dane County Purchasing Division
Room 425 City County Building
210 Martin Luther King Jr. Blvd
Madison, WI 53703-3345
VOICE: (608) 266-4966 FAX: (608)266-4425
E-MAIL: clow@co.dane.wi.us

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.6 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY)

1.7 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting such supplement on the Dane County web site at www.danepurchasing.com . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
April 13, 2010	Date of issue of the RFP
May 5, 2010, 3:00 p.m.	Last day for submitting written inquiries
May 7, 2010	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
May 18, 2010	Proposals due from vendors
June 2010	Oral presentation by invited vendors, if needed
July 2010	Demonstrations by invited vendors, if needed
July 2010	Notification of intent to award sent to vendors
September 2010	Contract start date

1.8 Contract Term and Funding

The contract shall be effective on the contract execution date and shall run for one year from that date, with an ongoing service/maintenance agreement, renewed annually.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor’s proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached “Designation of Confidential and Proprietary Information” form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

2.3 Incurring Costs

Dane County is not liable for any cost incurred by proposers in replying to this RFP.

2.4 Vendor Registration

All proposers wishing to submit a proposal must be a **paid registered vendor** with Dane County. Prior to the rfp opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608.266.4966. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

2.5 Submittal Instructions

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division by the stated time. Proposals not so stamped will not be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

2.6 Required Copies

Proposers must submit **an original and the required number of copies** of all materials required for acceptance as instructed on the cover page of the RFP (Special Instructions).

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD.**

2.7 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)
 - Organizational qualifications
 - Staff qualifications and facilities
 - References
 - IT Specifications
- Response to technical requirements (See Section 5 of this RFP)
- Cost proposal (See Section 6 of this RFP)
- Required forms (See Section 8 of this RFP)
 - Attachment A Signature Affidavit
 - Attachment B Vendor Data Sheet
 - Attachment C Reference Data Sheet
 - Attachment D Designation of Confidential and Proprietary Information
 - Attachment E Cost Summary Page
 - Attachment F Fair Labor Practices Certification
 - Attachment G Employee Specifications
 - Attachment H Scheduling Specifications
 - Attachment I Payroll Integration Specifications
 - Attachment J Internal Affairs Specifications
 - Attachment K Technical Specifications
 - Attachment L Training Specifications
- Appendices (Additional Information the proposer submits)

2.8 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

2.9 Oral Presentations and Site Visits

Selected vendors may be required to make oral presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

2.10 Demonstrations

Top-scoring vendor(s) may be required to demonstrate its product(s) and/or service(s) at a County site.

The successful demonstration of the vendor's product(s) and/or service(s) does not constitute acceptance by the County. Any product(s) and/or service(s) furnished by the vendor for the purposes of this demonstration must be identical in every respect to those

which will be furnished if a contract results.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals and references. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

3.3 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percent</u>	
1.	General requirements	15	
a.	Organization capabilities and staff qualifications (Sections 4.1, 4.2 & 4.3)	5	a.
b.	Ability to meet IT specifications (Sections 4.5 & 5.1)	10	b.
2.	Technical requirements	65	
a.	Scheduling (Section 5.2)	20	a.
b.	Payroll integration (Section 5.3)	10	b.
c.	Employee data (Section 5.4)	15	c.
d.	Internal affairs & training data (Section 5.5 & 5.6)	5	d.
e.	Software end user & service functionality (Section 5.7)	15	e.
3.	Cost	<u>20</u>	
	TOTAL	100	

3.5 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

3.6 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

Proposers shall include a one-page overview of proposer's interest in the project and clearly present proposal's products, services, expertise and experience related to grants management software tools and systems. The proposal should demonstrate knowledge and success in providing solutions for similar scheduling systems and organizations, e.g. large law enforcement agencies with similar scheduling structures and needs.

4.2 Organization Capabilities

Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results.

4.3 Staff Qualifications

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project.

4.4 Proposer References

Proposers must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

4.5 Dane County IT Specifications

Proposers shall address the ability to meet the County's minimum supported IT requirements as listed in **Attachment K-Dane County Technical Specifications** by completing the form.

5.0 Technical Requirements

5.1 Overview of Technical Requirements

Proposers shall provide a narrative explanation describing their ability to meet the Sheriff's Office needs in providing scheduling, payroll, training, licenses, certifications and internal affairs management software. The software and service product functionality should be consistent with the specifications outlined in **Attachment K**. The primary focus of this request for proposal is to obtain an integrated scheduling and payroll system. Secondly, the Sheriff's Office is in need of an employee information database, training module and internal affairs software that collects and retains data on citizen complaints and disciplinary actions.

5.2 Scheduling Software

Proposers should provide a narrative explanation of their proposed automated Scheduling software solution. The explanation should describe the integration with the existing record's management and payroll software systems. The software must function in a Citrix environment/Windows Terminal Server environment and be consistent with specifications outlined in **Attachment H**.

5.3 Payroll Integration

Proposers should provide a narrative explanation of how the system will integrate with the payroll system and how the system will collect and store information about employees. The software and service product functionality should be consistent with the specifications outlined in **Attachment I**.

5.4 Employee Data

Proposers should provide a narrative explanation of how they will provide a system to collect, store and track information about employees. The software and service product functionality should be consistent with the specifications outlined in **Attachment G**.

5.5 Internal Affairs and Disciplinary Data Collection

Proposers should provide a narrative explanation of how they will provide a system to collect, store and track citizen complaints and disciplinary records. The software and service product functionality should be consistent with the specifications outlined in **Attachment J**.

5.6 Training Data Collection

Proposers should provide a narrative explanation of how they will provide a training data collection, tracking and workflow option. The software and service product functionality should be consistent with the specifications outlined in **Attachment L**.

5.7 Software End User and Service Functionality

The Sheriff's Office is seeking a seamless integration among all components of software. User friendliness with adequate training provided and minimal technical expertise is a necessity. Customization available for all tools and elements of software and availability of customizations in future releases (continuity) is desired. A system with strong support and service since staff is small, available IT support is minimal, and the scheduling program is only one aspect of the Dane County Sheriff's Office activities. The system should provide a long lifespan (10+ years) with periodic innovation and enhancement: information about future plans related to the software product and timeline will add value. Proposers should provide a narrative explanation of how their system will accomplish these needs.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

Two (2) copies of the cost proposal should be submitted in a separate envelope with the written proposal. The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

6.2 Format for Submitting Cost Proposals

Cost proposals should include all associated costs including software products (data base and associated components), license fees, installation, training, and annual operating costs, e.g., maintenance, support, service, transaction fees.

6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Acceptance Test

The County reserves the right to test the product for a period of ninety (90) days prior to acceptance to determine the product functions effectively. If problems are encountered during the acceptance period, it is not required that the 90 day period expire in order for a new acceptance period to begin. Accepted will be defined as all hardware and software specified in the contract being installed and operational; all staff trained and capable of functioning in a productive environment. Failure by the Contractor to provide a system that performs as stated in their RFP response will result in rejection by the County.

7.2 Fixes, Upgrades and Future Software Options

7.2.1 Fixes: For a period of not less than twelve (12) months, after the County's acceptance of the software, Contractor shall correct any and all errors in the software regardless of whether the error is brought to the attention of the Contractor by another user of the software or by the County, or by any other person.

7.2.2 Upgrades and Enhancements: For a period of not less than twelve (12) months after the County's acceptance of the software, Contractor shall provide to the County, at no additional cost, any changed or enhanced versions of the software within thirty days after the changed or enhanced versions are made available to customers.

7.2.3 Future Software Options and Replacement Software: Contractor grants the County the options, for any software for which the County has paid a one-time purchase or license fee to acquire any software options or replacement software which the Contractor shall make available after the acceptance date at the lesser of (a) Contractor's published purchase price for the software options or replacement software, or (b) the difference between Contractor's published purchase price for the replacement software or software options and the current or most recent purchaser license fee for the software or software options previously acquired by the County under this Agreement. This provision shall remain in effect for the duration of the lifetime of the software.

7.3 Maintenance

Contractor agrees to make available maintenance services to meet the County's on-going performance requirement for as long as the software is utilized by the County. Such services shall be available at the prices contained in Contractor's response to the County's solicitation document.

7.4 Documentation and Operating Manuals

Contractor shall provide, at no additional charge, operating manuals, which describe in detail the software capabilities, its operation, installation procedures, error messages with identification of probable causes, software modification procedures and techniques, and program interfaces. Contractor agrees the County may make such additional copies of documentation supplied pursuant to this section as needed for use by County employees.

7.5 Escrow Agreement

The Contractor may be required to enter into an Escrow Agreement with the County and a third party (Escrow Agent) to provide one copy of the current Source Code for their product. The Escrow Agent would preserve and maintain the Source Code and not release or disclose the Source Code except under the following circumstances.

7.5.1 If Contractor shall be adjudicated bankrupt, cease conducting business in the normal course, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or otherwise avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act, or any other statute of any other jurisdiction pertaining to insolvency or the protection of creditors.

7.5.2 Termination of the Contract by the County due to the Contractor's failure to maintain the software and related equipment in accordance with and subject to the terms and conditions of the contract.

7.6 Payments

Payment may be made to the Contractor any time after the product has been accepted by the County, but not sooner than thirty (30) days after installation, or later than thirty (30) days after the ninety (90) day test period has been completed and the product accepted.

7.7 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 (d). See Section 28.0 Standard Terms and Conditions. The minimum living wage rate for 2010 is \$10.61. The successful proposer will be required to sign a Living Wage Certification upon completion of the contract.

7.8 Equal Benefits Requirement

PROVIDER will comply with section 25.016 of the Dane County Code of Ordinances by providing the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. PROVIDER agrees to make available for inspection by COUNTY the PROVIDER's payroll records relating to employees providing services under this agreement. If PROVIDER's payroll records contains any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provision of s. 25.016,

D.C. Ords., COUNTY's contract compliance officer may withhold payments; terminate, cancel or suspend the agreement in whole or in part; or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after a first violation is found and for a period of three years after a second or subsequent violation is found.

8.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A	Signature Affidavit
Attachment B	Vendor Data Sheet
Attachment C	Reference Data Sheet
Attachment D	Designation of Confidential and Proprietary Information
Attachment E	Cost Summary Page
Attachment F	Fair Labor Practices Certification
Attachment G	Employee Specifications
Attachment H	Scheduling Specifications
Attachment I	Payroll Integration Specifications
Attachment J	Internal Affairs Specifications
Attachment K	Technical Specifications
Attachment L	Training Specifications

SIGNATURE AFFIDAVIT

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

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached proposal and pricing are in conformity therewith.

Name (Type or Print) Title

Signature Firm

Address: (Street, City, State, Zip Code)

Telephone Fax E-Mail

Date

VENDOR DATA SHEET

1. Proposing Company Name _____

Telephone _____ Toll Free Telephone _____ Fax _____

Address: _____

City: _____ State: _____ Zip + Four: _____

2. Contact Person in the event there are questions about your proposal

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

3. All vendors that have 20 or more employees and that are awarded \$20,000 or more on this contract will be required to submit Affirmative Action information to the County Contract Compliance Office. Please list the Person in your Company we can contact about this plan.

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

4. Mailing address where County purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

REFERENCE DATA SHEET

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document.

Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Product(s) and/or Service(s) Used: _____

Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Product(s) and/or Service(s) Used: _____

Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Product(s) and/or Service(s) Used: _____

Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Product(s) and/or Service(s) Used: _____

Company Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Product(s) and/or Service(s) Used: _____

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.

Section	Page Number	Topic

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

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

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 form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature-Authorized Representative

Company Name

Print Name-Authorized Representative

Date

ATTACHMENT E
COST SUMMARY SHEET

ITEM DESCRIPTION	COST
-------------------------	-------------

Cost proposals shall include all associated costs, including software products (data base and associated components), license fees, installation, training, and annual operating costs, e.g., maintenance, support, service, transaction fees, for years 1-5. ***Itemize each price component, individually, with an explanation of what is included on this form.***

FAIR LABOR PRACTICES CERTIFICATION

Dane County Ordinance 25.11(28)

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

2. That PROPOSER, BIDDER OR APPLICANT has: (Check One)

_____ not been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

_____ been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

Date Signed: _____

Officer or Authorized Agent

Business Name

NOTE: You can find information regarding the violations described above at: www.nlrb.gov and <http://werc.wi.gov>.

For Reference Dane County Ord. 28.11 (28) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

STANDARD TERMS AND CONDITIONS
(Request For Bids/Proposals/Contracts)
DCO CHS 19.25 Rev. 07/07

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price,

the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or

services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or

political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Agreement.

16.5 *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An

equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 Indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the County, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

22.3 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Dane (purchaser). Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 YEAR 2000 COMPLIANT: Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

28.02 Bidders are exempt from the above requirements if:

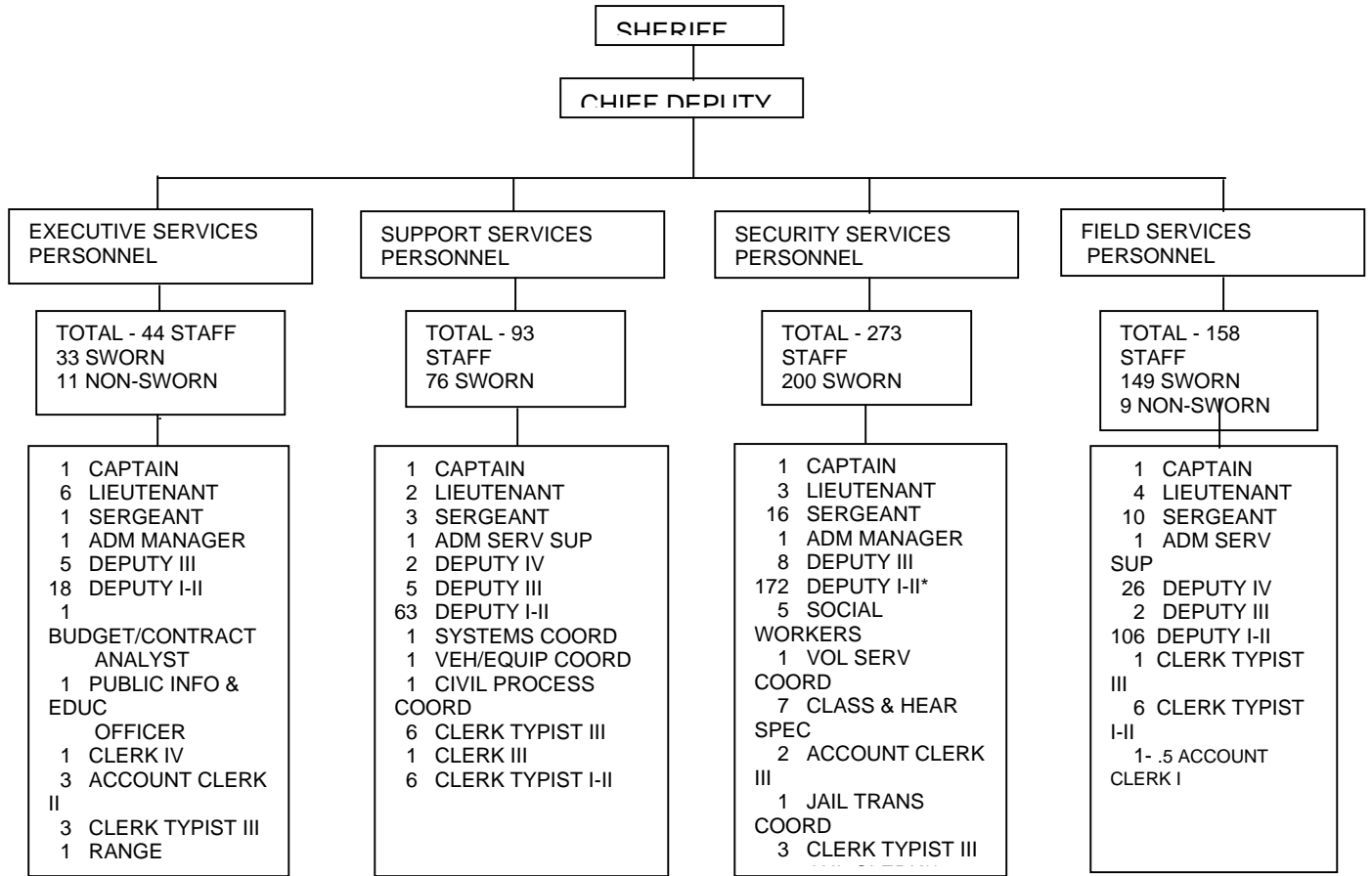
- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

28.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

28.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

28.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

Appendix 1 – Personnel Organization Chart



Authorized:	Sworn
Supervisory	51
Non-Supervisory	<u>407</u>
Total	458

Authorized:	Non Sworn
Supervisory	4
Non-Supervisory	<u>106</u>
Total	110

TOTAL	
Supervisory	55
Non-Supervisory	<u>513</u>
Total	568

* Includes 11 Deputy Sheriff I-II Pre-Hires

**Includes 2 Jail Clerk Pre-Hires