



## REQUEST FOR PROPOSALS (RFP)

Department of Administration  
County of Dane, Wisconsin

**COUNTY AGENCY**

Dane County Regional Airport

**RFP NUMBER**

**110049**

**RFP TITLE**

### **New PBX Telecommunications System For Dane County Regional Airport**

**PURPOSE**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide, installation and support, including user training, for a new telecommunications system to replace the existing systems at DCRA

**DEADLINE FOR  
RFP SUBMISSIONS**

2:00 P.M. Central Time

**June 23, 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

**VENDOR  
CONFERENCE**

There will be a vendor conference on June 9, 2010 at 2:00 p.m. in Conference Room A, Dane County Regional Airport, 4000 International Lane, Madison WI 53704

**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 ( 5 ) copies of your technical proposal**
- Submit one original and ( 5 ) copies 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**

<b>NAME</b>	Francisco Silva
<b>TITLE</b>	Purchasing Agent
<b>PHONE #</b>	608 267-3523
<b>FAX #</b>	608/266-4425
<b>EMAIL</b>	<a href="mailto:silva@co.dane.wi.us">silva@co.dane.wi.us</a>
<b>WEB SITE</b>	<a href="http://www.danepurchasing.com">www.danepurchasing.com</a>

**DATE RFP ISSUED: 5/27/10**

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a new PBX Telecommunications System

The County intends to use the results of this process to award a contract(s) or issuance of purchase order for the product(s) and or services(s) stated above.

The contract resulting from this RFP will be administered by Dane County, Dane County Regional Airport

The contract administrator will be Jay Jacobs, Electronic Systems Specialist, Dane County Regional Airport.

This Request for Proposal (RFP is issued on behalf of Dane County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.

### 1.2 Scope of the Project

Install and support, including user training, a new telecommunications system to replace the existing systems at DCRA.

#### 1.2.1 Project Description

The intent of this RFP is to select a vendor to provide, installation and support, including user training, for a new telecommunications system.

#### 1.2.2 Objectives

As proposed, the project is to be a turn-key project, including delivery, installation and programming of all hardware, software, equipment and components

#### 1.2.3 Current Operations

Currently DCRA has in place a Fujitsu F9600 Telephone system, AVT Voice Mail and @Comm call accounting systems.

### 1.3 Definitions

The following definitions are used throughout the RFP.

**County** means Dane County

**County Agency** means Department /Division utilizing the service or product

**DCRA** means Dane County Regional Airport

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

**Contractor** means proposer awarded the contract.

#### 1.4 Clarification of the specifications

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.6)

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

#### **Mailing Address:**

**Dane County Purchasing Division  
Room 425 City-County Bldg  
210 Martin Luther King Jr. Blvd  
Madison, WI 53703-3345**

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

#### 1.5 Addendums and/or Revisions

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](http://www.danepurchasing.com)

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFP Cover Page /Signature Affidavit.

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

#### 1.6 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](http://www.danepurchasing.com) . There may or may not be a formal notification issued for changes in the estimated dates and times.

<b>DATE</b>	<b>EVENT</b>
May 27, 2010	Date of issue of the RFP
June 9 , 2010	Vendor conference
June 10, 2010	Last day for submitting written inquiries (2:00 p.m. Central Time)
June 11, 2010	Supplements or revisions to the RFP posted on the Purchasing Division web site at <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
June 23, 2010	Proposals due from vendors
Early July, 2010 (est.)	Notification of intent to award sent to vendors
Late August, 2010 (est.)	Contract start date
Completion & Cutover Date	As proposed and approved

1.7 Vendor Conference

A vendor conference will be held to respond to written questions and to provide any needed additional instruction to vendors on the submission of proposals. All vendors who intend to respond to the RFP are **strongly encouraged** to attend the vendor conference.

**Date: June 9, 2010**

**Time: 200 p.m.**

**Location: Conference Room A, Dane County Regional Airport  
4000 International Lane , Madison WI 53704**

1.8 Contract Term and Funding

The contract shall be effective on the date it is executed by all parties and shall expire 2 year(s) after the date of cutover or final acceptance, whichever is later. The contract shall include an option exercisable by mutual agreement of the County and contractor, to renew for 3 additional 1-year periods.

1.9 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)

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 proposal plus references and any required on-site visits or oral interview 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](http://www.danepurchasing.com), or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your proposal 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
- 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 Registration Certification](#)
  - [Attachment C](#)      [Reference Data Sheet](#)
  - [Attachment D](#)      [Designation of Confidential and Proprietary Information](#)
  - [Attachment E](#)      [Fair Labor Practices Certification](#)
  - [Attachment F](#)      [Cost Summary Page](#)
- Appendices (Additional Information the proposer submits)
- Bond

## 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

Top ranked selected proposers may be required to make oral interview 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 install and demonstrate its product(s) and/or service(s) at a County site. Product(s) being demonstrated must be delivered to the County site upon two (2) weeks notice by the County to the vendor(s) and must be installed and ready for the demonstration within one (1) week of delivery. The County will furnish detailed specifications concerning the demonstration site and the particular test it will use to exercise the vendor's product(s) and/or service(s). Failure of a vendor to furnish the product(s) and/or service(s) it has proposed for demonstration within the time constraints of the preceding paragraph may result in rejection of that proposal. Failure of any product(s) and/or service(s) to meet the County's specified requirements during the demonstration may result in rejection of the vendor's proposal.

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. 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:

#### Organization Capabilities (30%)

- (25 points) Proposer's Familiarity with DCRA Telecommunication needs
- (5 points) Understanding of Dane County Regional Airport security needs

#### GENERAL and Technical PROPOSAL REQUIREMENTS(45%)

- (10 points) Detailed Delivery and Installation Schedule
- (10 points) Written Summary and Technical Summary
- (10 points) General Requirements
- (10 points) Mandatory Requirements
- ( 5 points) Option, Extras and Alternatives

#### COST PROPOSAL(25%)

- (25 points) Cost and Pricing

### 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

The new system shall provide complete coverage of all stations as the existing system, wherever located, including but not limited to the chiller plant (including the pass-through to the maintenance shop), the exit plaza (including the new parking structure, and the rental car kiosks), the main airport terminal building, and all gate or delivery phones.

##### 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.

Provide at least three references involving projects of a size similar to the project described in the RFP, located within 50 miles of Madison, Wisconsin, including the dates on which the proposer worked on each project and a description of the nature, size and cost of each project.

##### 4.5 Written Summary and Technical Summary Provide a written summary of the scope of work that is being proposed and a technical summary of the system proposed.

Briefly identify any options, extras or alternatives differing from or in addition to the base request, these are also to be clearly identified and addressed in the Itemized Proposal Schedule described below.

###### 4.5.1 Provide a Logical Layout Diagram.

###### 4.5.2 Provide a Physical Layout Diagram.

#### 4.6 Duty to be Informed

It shall be each bidder's responsibility to be informed as to all aspects of the RFP requirements. Should any additional information be necessary for a clearer or more comprehensive understanding, or if any error or conflict should appear in the RFP documents, it shall be the responsibility of the proposer to obtain clarifications or corrections before submitting a proposal.

#### 4.7 Provide a detailed Delivery and Installation Schedule.

#### 4.8 Proposed End-user Training

Provide a complete description of the end user training that is being proposed. Include a unit price for biannual user training commencing 18 months after the cutover date and continuing for five years thereafter (for a total of 10 two hour training sessions).

#### 4.9 Detail the Unused Capacities

Detail the unused capacities of the system and describe the process of expanding the system, as proposed, for additional or expanded common functions, such as additional phones or lines.

#### 4.10 Provide a detailed description of the proposed cutover procedure.

#### 4.11 Describe any remote diagnostic capabilities that are offered by the proposer and applicable to the proposed system.

#### 4.12 Mandatory Requirements

The following general requirements are mandatory and must be complied with.

##### 4.12.1 As proposed, the new system will completely replace DCRA's existing digital system.

Unless the proposal includes a new home-run voice/data backbone, the new system shall utilize the existing single pair, copper wiring and/or fiber backbone as the existing system does.

The existing system uses single pair (two wire) digital phone stations on 100-pair Cat. 3 phone cabling that home-runs from Comm. 1 (the demarc).to; The chiller plant (including the pass-through to the maintenance shop), The exit plaza (including the new parking structure, and the rental car kiosks), Comm. 2, Comm. 3, Comm. 4, Comm. 5, and Comm. 6.

- 4.12.2 The system cutover shall be completed by the dates as proposed and approved. Cutover shall take place after regular business hours at a time to be specified by DCRA. Costs stated in the proposal shall include costs associated with the after hours cutover.
- 4.12.3 The system shall not have the current numbering scheme directly ported over, but shall be programmed with a pre-designated DCRA numbering scheme.
- 4.12.4 The proposal should include an option for multiple message waiting indicators on a single phone station.
- 4.12.5 The proposed system must accommodate analog modems and fax machines.
- 4.12.6 The proposed system must not rely on computer workstations for its feature set.
- 4.12.7 The system must have a proven and stable PBX phone system chassis that is capable of handling at least 750 total phones (through system expansion and future purchases) with features and functionality standard in similar PBX.
- 4.12.8 The installer must coordinate installation and cutover with our CLEC (TDS) including but not limited to 911 call database.

## 5.0 TECHNICAL REQUIREMENTS

- 5.1 Overview of Technical Requirements
  - 5.1.1 With the exception of specific point to point legs for specific purposes (e.g., due to distance, such as the maintenance shop located one mile south of the PBX) VoIP is not to be the primary media protocol unless utilizing an isolated/dedicated switched backbone.
  - 5.1.2 The proposal should include an option for redundant processors.
  - 5.1.3 DCRA will be keeping its existing system on hand as a backup in the event the new system fails in some capacity. Therefore, vendors bidding on this project must be able to install, service and support the Fujitsu F9600 Telephone and AVT Voice Mail systems should it be needed to be used in an emergency type situation.
  - 5.1.4 Describe the power requirements for the voicemail system and provide the specifications and pricing for a standalone UPS Battery Backup for the voicemail system.
  - 5.1.5 No stand-alone punch-down blocks shall be used in the design without pre-approval.

- 5.1.6 The proposal shall include the pricing for a “music on hold” option.
- 5.1.7 Specify whether the proposed Graphical User Interface (GUI) is a Windows or a Web-based interface.
- 5.1.8 Describe the power requirements for the voicemail system and provide the specifications and pricing for a standalone UPS Battery Backup for the voicemail system.
- 5.2 The following System Software Requirements are mandatory and must be complied with.
  - 5.2.1 System administration must be able to be performed by DCRA staff using the standard telephone equipment provided with the system and through a GUI.
  - 5.2.2 The system must have an integral backup and restore capability.
  - 5.2.3 As part of the original installation the system shall have 32 unallocated preconfigured stations (phones, ports, extensions, etc.) without the need for adding expansion units or cabinets.

Additionally the system shall have a minimum of 16 handsets and cords as attic stock.
  - 5.2.4 The system shall include a standard integrated voicemail system on a stable and proven operating system platform that meets or exceeds the specifications listed in 5.2.28.
  - 5.2.7 The system shall include a standard integrated voicemail system on a stable and proven operating system platform that meets or exceeds the specifications listed in 5.2.29.
  - 5.2.8 The proposed system must operate on standard 115/120 Volt, 60 Hz, AC.
  - 5.2.9 All phones must have the majority of standard telephone system (PBX) features and functionality, including a “Do Not Disturb” button, a 2<sup>nd</sup> line if busy, a message waiting indicator, and automatic redial of last external number.
  - 5.2.10 As proposed the new telecommunication system must provide the ability to assign a personal DID number and voice mailbox to each telephone user. Actual assignment of a DID number or voicemail box will be decided on a station by station basis.

- 5.2.11 All systems and equipment must be rack mountable, include racks and installed off the floor in racks or mounted on plywood that is provided by the vendor and properly and securely anchored to the wall of the IDF or MDF.
- 5.2.12 All telephones, except for basic models as specified, must have speakerphone or "hands-free" capability. This feature must be programmable on each phone.
- 5.2.13 The system must be capable of allowing users to forward calls directly to voice mail.
- 5.2.14 The attendant consoles must be able to forward calls to any phone at any time. This includes the ability to transfer calls externally (i.e., transfer calls to an external phone number not in the system).
- 5.2.15 By default, the system must reroute calls made to a busy or unattended telephone to an assigned voicemail.
- 5.2.16 The system must be capable of restrictions per extension on calling areas (internal, local, long distance), and prefix (900 numbers).
- 5.2.17 Callers routed to voicemail shall always have the option to press "0" to be rerouted to another person in the same department, or a person at an attendant console.
- 5.2.18 As specified by DCRA, some users will be provided a DID number, but no telephone. The system shall provide that calls made to these DID numbers will go directly into the user's voicemail account.
- 5.2.19 The system must allow users to dial both "9+911" or simply "911" to reach the Dane County 911 emergency center.
- 5.2.20 Digital phones must have multiple programmable buttons to be used for internal extensions and features, and for external speed dial calls. Buttons programmed with internal extensions must provide line appearances for the assigned internal extensions (DSS/BLF functionality).
- 5.2.21 The system must allow users to block Caller ID on selected phones, while allowing DID station specific information to be sent from other phones. Selected phones shall be capable of sending just the main airport telephone number for Caller ID information.
- 5.2.22 The system shall allow DNIS to route incoming calls based on the number called and support ANI to route calls based on Caller ID information. Caller ID name and number must be supported on all display phones, preferably displaying both at the same time.

- 5.2.23 The system must provide the ability for calls to be “parked” at the user’s extension.
- 5.2.24 The system shall provide the ability to conference more than three parties per conference call and the ability to support multiple (more than two) conference calls with multiple (more than three) users. Conference call setup must be very user friendly using simple prompts on display phones.
- 5.2.25 The proposed system shall include the landing of individual phone lines to patch panels in racks, similar to what DCRA currently utilizes.
- 5.2.26 System Connectivity to the Public Switched Telephone Network (PSTN).
  - 5.2.26.1 As initially installed, the system must be carded for two (2) PRI T1 circuits and support a total of four (4) PRI T1 circuits for future growth.
  - 5.2.26.2 As initially installed, the system must be carded for 8 standard analog trunk (POTS) ports that are Caller ID capable and the capacity to be expanded to 16 standard analog trunk (POTS) ports. (Note: do not quote either DID or PBX trunk ports).
 

As initially installed, the new system must be carded for 175 (or nearest card port multiple) analog station ports with the capability to expand by only adding cards and programming to 250 analog ports.  
(Note - the current system is utilizing 156 analog station ports).

As initially installed, the system must be carded for 175 (or nearest card port multiple) digital station ports with the capability to expand by only adding cards and programming to 250 digital ports.  
(Note - the current system is utilizing 142 digital station ports).

As initially installed, the system must be carded for 100 (or nearest card port multiple) virtual station ports with the capability to expand by only adding cards and programming to 250 virtual ports.  
(Note - the current system is utilizing 90 virtual station ports).
- 5.2.27 System Telephone Types and Connectivity
  - 5.2.27.1 There will be a total of 225 digital telephones required at installation.
    - 22 Top Level (32 button display full duplex speakerphone style telephones).
    - 100 Mid Level (24 button display full duplex speakerphone style telephones).
    - 100 Low Level (12 button display full duplex speakerphone style telephones).
    - 3 Receptionist Stations with 32 or more Busy Lamp Field (BLF) buttons.
  - 5.2.27.2 There will be a total of 175 basic analog telephones required at installation.

- 5.2.28 Voice Mail System
  - 5.2.28.1 16 Voicemail Ports/lines, expandable to 20 or more ports/lines.
  - 5.2.28.2 450 Voicemail mailboxes expandable/including up to 750 or more Mailboxes.
  - 5.2.28.3 Standard Auto Attendant features and functionality, including but not limited to message tree attendant, programmable for multiple times, days, and or holidays.
- 5.2.29 Call Accounting System
  - 5.2.29.1 The system shall have analytics that detects fraudulent phone activity, tracks questionable inbound and outbound calls, and self monitors to detect problems.
  - 5.2.29.2 The system shall be scalable.
  - 5.2.29.3 The system shall have a Windows GUI with point and click function that shows detailed or summary information of reports including call traffic by date/time, lines/extensions, account codes and area codes.
  - 5.2.29.4 The system shall track inbound and outbound calls on VoIP or traditional phone lines in real time and include incoming caller ID and name when provided by the carrier.
  - 5.2.29.5 The system shall facilitate timely client billing and cost recovery and provide flexible billing reports that automatically calculate usage and cost by tenant or staff.
  - 5.2.29.6 The system shall support both Voice Switching and VoIP platforms.
  - 5.2.29.7 The system shall monitor phone usage, perform customer billing and analyze traffic patterns and predict trends.
  - 5.2.29.8 The system shall generate detailed or summary reports that measure productivity, manage local and long distance usage and monitor phone abuse.
  - 5.2.29.9 The system shall be able to monitor every existing and up to 750 total extensions without the need to upgrade software at a future time.
  - 5.2.29.10 The system shall be open architecture and utilize nonproprietary databases.
  - 5.2.29.11 The system shall support Microsoft Access database and queries.

- 5.2.29.12 The system shall have Multi-site capability providing for consolidated reporting.
- 5.2.29.13 The system shall be able to export reports to multiple formats like Excel, Word, PDF, HTML (to view using Web browser on the internet from Web folders).
- 5.2.29.14 The system shall have call costing and user-programmable rate plans and rate tables.
- 5.2.29.15 The system shall support automatic scheduling of reports and data archival.
- 5.2.29.16 The system shall have real-time monitoring of Inbound and Outbound calls.
- 5.2.29.17 The system shall provide alerts on defined trigger patterns for calls like 911, 411 and other sensitive numbers.
- 5.2.29.18 The system shall support wildcard searches.
- 5.2.29.19 The system shall have the ability to import contact information from ASCII files generated by common e-mail programs.
- 5.2.29.20 The system shall have the ability to monitor 450 extensions expandable up to 750 extensions.

## 6.0 COST PROPOSAL

### 6.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the **cover page of the RFP** (Special Instructions).

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. (Refer to Cost Proposal Form).

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 Cost and Pricing

Bidders shall include in their responses to this RFP the complete cost of all equipment, components, cabling, labor, installations and all other items necessary to provide the system required hereunder.

All hardware, software, configurations, equipment, components, cabling, labor, installations and other items to be provided under a proposal must be clearly identified and priced on a per unit basis, including specific per unit installation costs.

Provide an Itemized Proposal Schedule, as described in above, including complete per unit pricing for any options, extras or alternatives that are being proposed or offered.

### 6.3 Option, Extras and Alternatives

Reasonable options, extras and alternatives to the requirements stated in this RFP may be considered. Any option, extra and alternative must be clearly identified as such in the Itemized Proposal Schedule that each proposer is required to submit.

### 6.4 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 60 days starting on the due date for proposals.

### 6.5 Pricing, Schedules and Descriptions

Provide a total price of the complete proposed system.

## 7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

### 7.1 Payment Requirements

Payments due under the contract shall be issued within 30 days of receipt by DCRA of invoices certifying that the equipment and services listed thereon have been provided by the Contractor. Ten percent (10%) of the contract price will be retained until the work is finally accepted by DCRA.

### 7.2 Performance Bonds

The successful proposer is required to submit a performance bond in the amount of 100% of the contract amount.

### 7.3 Domestic Partner Equal Benefits Requirement

The contractor [or grant beneficiary] agrees to provide 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.

The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer 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 contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found

#### 7.4 Inventory and critical system.

Contractor shall maintain an inventory or access to critical system components such that the components can be available on-site within two hours of failure detection.

#### 7.5 Training Prior to Cutover

Prior to final cutover, Contractor shall conduct on-site hands-on user training sessions.

The training will be provided for all system users, including system attendants, system administrators. Training sessions shall last approximately two (2) hours each.

#### 7.6 Instruction and Training Manuals

Contractor shall provide all system users with an instruction manual with feature access codes defined for the equipment they will be using. A minimum of one (1) complete training manual shall be provided by the date of acceptance detailing all information necessary for full use of the system. Station user manuals will be provided for all users.

#### 7.7 Post Cutover Training and Technical Assistance

Contractor shall provide a qualified trainer to be on-site the initial day following cutover to answer user questions and concerns. Also on the day following cutover, a project engineer and a project technician shall be on-site to provide follow-up training, user help and problem resolution. Technical personnel shall provide on-site services as long as necessary to resolve system performance issues. Additionally, Contractor shall provide biannual user training commencing 18 months after the cutover date and continuing for five years thereafter (for a total of 10 two hour training sessions).

## 7.8 Technical Manual

Contractor shall furnish one (1) manufacturer's equipment technical service manual for each type of equipment provided with the system. The technical service manuals may be provided on Compact Disk.

## 7.9 Guarantee and Warrant.

Contractor shall guarantee and warrant that all materials, equipment, and services conform to all the specifications referenced in the RFP. Contractor shall at its own cost replace all materials, equipment, hardware or software that is rejected by DCRA due to defective materials or workmanship for a minimum of one-year following final acceptance or the cutover date of the new system, whichever is later.

7.10. Specify warranty and maintenance guarantees provided by all manufacturers and vendors that would provide hardware, software, configurations, equipment, components, cabling, labor, installations and other items under the proposal, and identify any hardware, software, configurations, equipment, components, cabling, labor, installations and other items for which no warranty and maintenance guarantees are available from a manufacturer. Specify conditions affecting all warranties and guarantees.

7.10.1 Provide information on any extended warranty and support programs available from manufacturers or the Contractor. Provide separate pricing for the provision of complete system repair and maintenance services, including all parts, labor and travel costs, for two, three, four, and five years from the date of cutover or final acceptance, whichever is later.

## 7.11 Warranty service

Warranty service must be available with a two (2) hour response time Monday through Friday during normal business hours and with a four (4) hour response time for non-business hours, following notification of the need for such service.

## 7.12 Equipment Condition

All items furnished shall be new and be in current production, unless otherwise specifically approved by DCRA in writing.

## 7.13 Damage and Clean-up

Existing floors, walls, ceilings, or any structural component may not be drilled or cut without prior approval of DCRA. Contractor will be held responsible for any damage caused from the delivery or installation of its work. Contractor shall keep the work area clean and free of debris and trash.

#### 7.14 Compliance with Laws and Regulations

Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this contract or to the facilities, programs, and staff for which Contractor is responsible.

#### 7.15 Force Majeure

Neither party shall be held responsible for delay in performance when the delay is due to any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent delay: fire, flood, epidemic, strikes, wars, act of God, unusually severe weather, or delays or defaults caused by public carriers, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform, the expected duration of non-performance, the reason for the non performance and the date work will resume.

#### 7.16 Sufficient Workforce

Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to timely deliver the services and materials to be provided under the contract.

Contractor shall immediately notify DCRA in writing whenever it is unable to; or reasonably believes it is going to be unable to timely provide the agreed upon services or materials. Contractor shall assign an experienced project manager with overall responsibility for the project, along with the appropriate number of installation technicians to perform all of the tasks necessary to complete the installation before the completion date specified in the contract.

#### 7.17 Duty to Mitigate

Contractor shall use its best efforts to mitigate any damages resulting from its acts or omissions in performing under the contract.

#### 7.18 Termination of Contract

DCRA may terminate the contract in the event of the occurrence of any of the following.

7.18.1 The insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debt in the ordinary course of business or cannot pay its debts as they become due, whether or not petition for bankruptcy has been filed, and whether or not it is insolvent within the meaning of the Federal Bankruptcy Law.

7.18.2 The filing of a petition to have Contractor declared bankrupt.

7.18.3 The appointment of a Receiver or Trustee for Contractor.

7.18.4 The execution by Contractor of a general assignment for the benefit of creditors.

7.18.5 Default for Nonperformance. DCRA may by written Notice of Default to Contractor, terminate the whole or any part of the contract in any of the following circumstances.

If Contractor fails to install equipment and perform services within the time specified in the contract or any authorized extensions thereof.

If Contractor fails to perform under any provision of the contract, or fails to make progress as to endanger performance of the contract in accordance with its terms, and it does not cure such default within a period of fifteen (15) days after receipt of notice from DCRA specifying such default.

7.19 DCRA Standards for Network, Electrical, and wireless.

All installations must comply with the following:

DCRA Standards of Installation – Electrical.

DCRA Standards of Installation – Network.

DCRA Standards of Installation – Wireless.

## 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 Registration Certification
Attachment C	Reference Data Sheet
Attachment D	Designation of Confidential and Proprietary Information
Attachment E	Fair Labor Practices Certification
Attachment F	Cost Summary Page

<b>RFP COVER PAGE SIGNATURE AFFIDAVIT</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

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 Proposal, and declares that the attached proposal and pricing are in conformity therewith.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print**

\_\_\_\_\_  
**Date**

**Addendums** -This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_ Addendum #\_\_\_\_\_

**VENDOR REGISTRATION CERTIFICATION**

Per Dane County Ordinance, Section 62.15, "Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20."

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

Complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com). You will be prompted to create a username and a password and you will receive a confirmation message, then log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line.

**CERTIFICATION**

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

- This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # \_\_\_\_\_

Paid until \_\_\_\_\_

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

\_\_\_\_\_  
Officer or Authorized Agent

\_\_\_\_\_  
Business Name

<b>REFERENCE DATA SHEET</b>		
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		
<b>NAME OF FIRM:</b>		
<b>STREET ADDRESS:</b>		
<b>CITY, STATE, ZIP</b>		
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>
<b>PHONE #:</b>		<b>FAX #:</b>
<b>Product(s) and/or Service(s) Used:</b>		
<b>NAME OF FIRM:</b>		
<b>STREET ADDRESS:</b>		
<b>CITY, STATE, ZIP</b>		
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>
<b>PHONE #:</b>		<b>FAX #:</b>
<b>Product(s) and/or Service(s) Used:</b>		
<b>NAME OF FIRM:</b>		
<b>STREET ADDRESS:</b>		
<b>CITY, STATE, ZIP</b>		
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>
<b>PHONE #:</b>		<b>FAX #:</b>
<b>Product(s) and/or Service(s) Used:</b>		

<b>Designation of Confidential and Proprietary Information</b>		
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

Check mark : \_\_\_\_\_ This firm is not designating any information as proprietary and confidential witch qualifies as trade secrete.

**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**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Date**

**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.

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.nlr.gov](http://www.nlr.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.

<b>COST / FINANCIAL PROPOSAL</b>	
<b>NAME OF FIRM:</b>	

**Item Description:**

**Cost:**

**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."