REQUEST FOR PROPOSALS (RFP)

County of Dane, Wisconsin

Submit one original and ( 6 ) copies of your technical proposal

Title

Purpose

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Light Detection and Ranging (LiDAR), digital true color orthophotography acquisition and additional partnership services.

Deadline for RFP Submissions

2:00 P.M. Central Time
January 28, 2009
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 (6) 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

<table>
<thead>
<tr>
<th>Name</th>
<th>Carolyn A. Clow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Purchasing Agent</td>
</tr>
<tr>
<td>Phone #</td>
<td>608/266-4966</td>
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<tr>
<td>Fax #</td>
<td>608/266-4425</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:clow@co.dane.wi.us">clow@co.dane.wi.us</a></td>
</tr>
<tr>
<td>Website</td>
<td><a href="http://www.danepurchasing.com">www.danepurchasing.com</a></td>
</tr>
</tbody>
</table>

Date RFP Issued: December 19, 2008
Dane County Vendor Registration Program

All bidders 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 608.266.4131. 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

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a Light Detection and Ranging (LiDAR), digital true color orthophotography acquisition and additional partnership services.

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, Department of Administration, Land Information Office.

The contract administrator will be Fred Ilausly.

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

1.2.1 Project History

In 2000, Dane County coordinated a 47 agency regional partnership, called the Fly Dane Partnership, to acquire and sustain the development of orthophotography and related products and services. The 2000 digital orthophotography deliverables was comprised of one-foot resolution imagery county-wide and six-inch resolution imagery over the urbanized area of the county. The imagery was captured at a scale of 1”=1666’ and 1”=833’ respectively and scanned at 30 microns. A county-wide two-foot vertical surface model was developed that supported the development of four-foot contours. Survey control was inventoried and established as needed to support orthophoto registration. The County also obtained detailed hydrography and road (traveled way) centerlines registered to the orthophotography.

In 2005, the Fly Dane Partnership undertook a second orthophotography project that produced a similar suite of deliverables as in 2000. The digital orthophotography was comprised of one-foot resolution imagery county-wide and six-inch resolution imagery over the urbanized area of the county. The county-wide two-foot vertical surface model was only updated in areas of significant change, primarily the State Highway 12 corridor between the City of Middleton and City of Sauk City. The County also obtained detailed hydrography, road (traveled way) centerlines and building footprints (outside the City of Madison) registered to the orthophotography.
Both projects provided partners with contract flexibility to specify additional product development such as two-foot contours and detailed planimetrics.

1.2.2 Project Description

The project is a multi-year, two phase project. The first phase will provide a detailed digital terrain data that supports 2-foot contours county wide and meets FEMA specifications. The second phase of the project will provide updated true color and black/white digital orthophotography and related products. The project will also provide contract flexibility so that Fly Dane partners can select additional upgrades beyond the base level products.

1.2.3 Objectives

The Fly Dane 2009/2010 project is proposed as a multi-year project. In 2009 the project will develop a detailed digital terrain surface that is looking to use Light Detection and Ranging (LiDAR). Through the use of this technology the Fly Dane Partnership is looking to produces its first county wide 2-foot contour dataset. In addition this project will produce LiDAR point data, a bare earth surface and a classified first return surface that will provide a set of base data used for analysis not currently available.

In 2010 the project will develop county wide one-foot resolution true color, and black and white imagery. Additionally, six-inch resolution true color imagery, and black and white imagery will be developed over areas specified by partners. It is expected that these areas will roughly correspond to the areas captured in 2005. The new surface model developed in 2009 will be used to register the new imagery.

This project will also provide partners with the options of acquiring additional products at set unit costs. These products may include county wide 1-foot color infrared imagery, 6-inch color infrared imagery, 3-inch color resolution imagery, 1-foot contours, building footprint updates, and other planimetric data.

A regional Wisconsin consortium involving neighboring counties may be an option and may become a component of the Fly Dane project.
1.2.4 Needs
The following bullet points summarize the needs of the County and the Fly Dane Partnership. These needs are further explained throughout this RFP.

2009 Terrain Project:
- A LiDAR data set that meets FEMA specifications.
- County wide 2-foot contours
- A final “Bare Earth” Digital Terrain Model and Digital Elevation Model that supports 2-foot contours
- A final “First Return” Digital Terrain Model and Digital Elevation Model for use in view shed analysis and 3-D modeling.
- A classified LiDAR surface dataset.
- Final reports for compliance with FEMA specifications to be used for FEMA submittals.
- Ground survey report of all survey work completed during the LiDAR mission.
- Staff training on the use of LiDAR data in a GIS environment.

2010 Imagery Project:
- The imagery must be ortho-rectified using the terrain model developed in the 2009 phase of the project.
- One-foot resolution true color orthophotography, county wide.
- Six-inch resolution true color orthophotography, in areas specified by project partners.
- Develop derived one-foot resolution black and white orthophotography, county wide.
- Develop derived six-inch resolution black and white orthophotography, in areas specified by project partners.
- Imagery must have consistent tone and contrast within each image and across tiles.
- Ortho-rectification shall seek to minimize feature displacement.
- Imagery must be acquired as close to the 2010 Census date as reasonably possible.

2009/2010 Optional Upgrades:
- Update of 2005 building footprint dataset for urban, suburban and rural areas.
- One-foot resolution color infra-red imagery county-wide.
- Six-inch resolution color infra-red imagery, in areas specified by project partners.
- Three-inch resolution true color imagery, in areas specified by project partners.
- Three-inch resolution black and white imagery, in areas specified by project partners.
- One-foot contours, in areas specified by project partners.
- Detailed planimetric data, in areas specified by project partners.
Project wide:
- Work with county staff on quality control and assurance on all project deliverables.
- Develop FGDC-compliant metadata based on current county GIS metadata files and guidelines.
- Provide summary reports for horizontal and vertical survey control.
- Provide an airborne GPS processing report for the LiDAR and imagery projects.
- Assist with coordination of partners and cooperators for the project, including partnership building.
- Assistance with other regional or consortia efforts that may compliment the Fly Dane 2009/2010 project.
- Dane County holds ownership of all deliverables.

1.2.5 Current Operations

Dane County’s Geographic Information System (GIS), uses ESRI products based on the ArcGIS Server framework and supports ArcGIS desktop and web based clients. Project partners use a variety of software including ArcGIS, Arc/Info, ArcView, Intergraph MGE and other CADD software.

Dane County GIS data is spatially referenced to the NAD83(1991) and NAVD88 datums. The rectangular coordinate system is the Wisconsin Coordinate Reference System - Dane County (http://www.sco.wisc.edu/coordsys/docs/WISCRS_Final_Report_Oct06.pdf). In addition, project partners may desire products delivered in State Plane or other coordinate systems or other datums.

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
- **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

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. There may or may not be a formal notification issued for changes in the estimated dates and times.

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 19, 2008</td>
<td>Date of issue of the RFP</td>
</tr>
<tr>
<td>January 16, 2009, 3:00 p.m.</td>
<td>Last day for submitting written inquiries (3:00 p.m. Central Time)</td>
</tr>
<tr>
<td>January 20, 2009</td>
<td>Supplements or revisions to the RFP posted on the Purchasing Division web site at <a href="http://www.danepurchasing.com">www.danepurchasing.com</a></td>
</tr>
<tr>
<td>January 28, 2009, 2:00 p.m.</td>
<td>Proposals due from vendors</td>
</tr>
<tr>
<td>February 2009</td>
<td>Oral presentation by invited vendors</td>
</tr>
<tr>
<td>Early March</td>
<td>Notification of intent to award sent to vendors</td>
</tr>
<tr>
<td>April 1, 2009</td>
<td>Contract start date</td>
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</tbody>
</table>

1.7 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for 2 year(s) from that date, with an option by mutual agreement of the County and contractor, to renew for 1 additional 2-year periods.

1.8 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, 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 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
- 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  Reference Data Sheet
  - Attachment C  Designation of Confidential and Proprietary Information
  - Attachment D  Fair Labor Practices Certification
  - Attachment E  Cost Summary Page
- 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

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 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:

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<thead>
<tr>
<th>Description</th>
<th>Percent</th>
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<tbody>
<tr>
<td>1. General requirements</td>
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<tr>
<td>a. Organizational qualifications (Section 4.2)</td>
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<tr>
<td>b. Staff qualification and facilities (Section 4.3)</td>
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<tr>
<td>c. Timeline (Section 4.5)</td>
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<td>2. Technical requirements</td>
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<tr>
<td>a. LiDAR and terrain related product development (Section 5.2)</td>
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<tr>
<td>b. Orthophotography and related product development (Section 5.3)</td>
<td>20</td>
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<tr>
<td>c. Upgrade products (Section 5.4)</td>
<td>10</td>
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<tr>
<td>d. Multi-participant projects (Section 5.5)</td>
<td>10</td>
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<tr>
<td>3. Cost</td>
<td>20</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
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</table>
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

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. The results of the references will be provided to the evaluation team and used in scoring the written proposals.

4.5 Timeline

Include a proposed timeline for the project deliverables, as specified in section 1.2.4: Needs.
5.0 TECHNICAL REQUIREMENTS

5.1 Overview of Technical Requirements

The intent of this project is to first, develop a county wide, high resolution digital terrain surface that supports two-foot contours. Secondly, this project is to develop true color, and black and white ortho-imagery at one-foot resolution county-wide and six-inch resolution in urban areas. Third, this project is intended to provide Fly Dane Partners with options for acquiring additional upgrades from the base products. These upgrades may be part of the overall county-wide project or specific to each partner.

The technical requirements fall into four major areas: LiDAR and Related Products, Orthophotography and Related Products, Upgrade Products, and Multi-Participant Project Support. Dane County has described a set of intended needs and applications in Section 1.2 which are further described below. Dane County recognizes that this field is continually developing with new methods and technologies. The technical requirements contain a list of intended project guidelines that will need to be addressed. The proposer may suggest alternative approaches and technologies.

The final list of deliverables will depend on the final product specifications, partner identified deliverables, and available funding to support the project.

5.2 LiDAR and Terrain Related Products

A major component of this project is the development and delivery of a high resolution digital surface. It is understood that LiDAR data consists of very large point files that in the raw form can be difficult to work with. From this data derivative products such as two-foot contours, a bare earth digital elevation model (DEM) and digital terrain model (DTM), and a first return surface DEM and DTM surface would be developed. The final deliverable must meet industry standards and FEMA requirements. This data will be a base framework dataset used for a number projects for the next five to ten years.

The following is a list of products that the 2009 LiDAR project would expect to develop:

- A final thinned “Bare Earth”, Digital Terrain Model (DTM) surface consisting of data points combined with breaklines and Digital Elevation Model (DEM) consistent with industry standards and meet national map accuracy standards for 2-foot contour development.
• A final classified, first return Digital Terrain Model (DTM) and Digital Elevation Model (DEM) surface consistent with industry standards.
• County wide 2-foot contours that meet national map accuracy standards.
• Raw LiDAR mass point data delivered in a .las LiDAR standard format.
• A classified LiDAR surface dataset.
• Provide reporting documentation for FEMA submittal.
• Final mission reports and documents.
• Provide on-site training for Dane County and Fly Dane Partners staff in how to load and use the data in both GIS and AutoCAD environments.
• Develop FGDC-compliant metadata based on current county GIS metadata files and guidelines.

The following items or questions need to be addressed in the proposal.

Discuss previous projects with similar or more stringent requirements and how they were developed? Discuss the acquisition and processing methods used in this project to provide the final set of deliverables?

Explain how the raw LiDAR data would be rendered into a more manageable, yet useful dataset and how would the data be delivered?

Also, discuss how previous clients have been assisted and/or trained in the use this data?

Discuss how the data will be related to geodetic control and the methods and monumentation used to facilitate said relationship?

Discuss the final project reports that would be provide for this project that include, but not limited to, accuracy reports, reports for FEMA submittal and FGDC metadata?

5.3 Orthophotography and Related Products

This project is to develop one-foot and six-inch resolution, true color ortho-imagery across Dane County. The final list of deliverables will depend on the final product specifications, partner identified deliverables, and available funding to support the project. In addition, there is a requirement for black & white imagery covering the same areas. It is understood that with the use of a digital cameras there are various options for acquiring true color and, black & white imagery.

The use of the imagery by County staff and the general public is quite extensive. Users commonly view the imagery as a mosaic of several images and users are sensitive that the imagery maintain a consistent tone and color balance within each image and across multiple images. In addition, users are sensitive to building lean, distortions and unwanted artifacts.

The following is a list of products that the 2009 LiDAR project would expect to develop:
• Imagery will be registered to the LiDAR terrain surface that was developed as part of the first phase of this project.
• Imagery will be acquired during leaf-off conditions in the spring of 2010, as close to the Census date as possible.
• One-foot resolution, county-wide, true color orthophotography.
• One-foot resolution, county-wide, black/white orthophotography.
• Six-inch resolution, true color orthophotography over the urbanized areas of the county. It is estimated that this will cover an area of about 335 square miles.
• Six-inch resolution, black/white orthophotography over the urbanized areas of the county. It is estimated that this will cover an area of about 335 square miles.
• Imagery must have consistent tone and contrast within each image and across images. The imagery must be free of defects such as dust, blemishes, tonal changes, significant building lean and other discrepancies.
• Ortho-rectification shall seek to minimize feature displacement and loss of features along mosaic lines.
• Work with county staff on quality control and assurance on all project deliverables.
• Final mission reports and documents.
• Develop FGDC-compliant metadata based on current county GIS metadata files and guidelines.
The following items or questions need to be addressed in the proposal.

**Discuss previous projects with similar or more stringent requirements and how they were developed.** Discuss acquisition and processing methods used to provide the final set of deliverables?

**Explain the experience with the use of digital cameras and/or sensors.** Explain the method by which the imagery would be acquired, including the type of camera or sensor used, and how the color and black & white would be produced?

**Describe experience with and strategies, for dealing with tone balance, building lean, warping, ghosting, distortion, dust and anomalies within the imagery?**

**Describe experience with working with a client on the quality control review and final delivery of the data?**

**Discuss the final project reports that would be provide for this project that include, but not limited to, accuracy reports and FGDC metadata?**

**Discuss how the data will be related to geodetic control and the methods and monumentation used to facilitate said relationship?**

**Describe method of quality control review that would work with county staff?**

### 5.4 Upgrade Products

As with previous Fly Dane projects, there is a requirement to provide partners with the option for additional upgrades beyond the base level deliverables. These upgrades products tend to be partner specific and smaller in scale. The final list of deliverables will depend on the final product specifications, partner identified deliverables, and available funding to support the project.
The following list of products, are options that partners may select in addition to the base set of deliverables.

- One-foot resolution, county-wide, color infra-red orthophotography.
- Six-inch resolution, color infra-red orthophotography over the urbanized areas of the county. It is estimated that this will cover an area of about 335 square miles.
- Three-inch resolution, true color imagery.
- Three-inch resolution, black/white imagery.
- Imagery must have consistent tone and contrast within each image and across images. The imagery must be free of defects such as dust, blemishes, tonal changes, significant building lean and other discrepancies.
- One-foot contours that meet national map accuracy standards.
- Detailed planimetric data.
- Update to the building footprint dataset for structure built since the 2005 acquisition. This would include structures the size of a one car garage or larger across the county. Looking at acquisition of building footprints in urban, suburban and rural areas. The resulting data will be in polygon format and will be integrated into the current building footprint dataset.
- Final mission reports and documents.
- Develop FGDC-compliant metadata based on current county GIS metadata files and guidelines.

The following items or questions need to be addressed in the proposal.

**Discuss how each of these various upgrades would be acquired and in what phase of the two-year project would they fit?**

**Discuss a proposed method for updating the building footprint dataset?**

**Discuss proposed timelines for delivery of upgrade products?**

5.5 Multi-Participant Project Support

The Fly Dane Partnership currently consists of thirty-six agencies. It is an ongoing partnership open to new members for the 2009/2010 project. For more information on the Fly Dane Partnership see http://www.co.dane.wi.us/llo/orthocasestudy.asp.
• Provide assistance to Dane County to build and facilitate the partnership.
• Generate terrain data and orthophoto imagery in a variety of formats including Geo-TIFF, MrSID, or comparable compressed formats, Intergraph COT files and ArcInfo Tiff World files, shapefiles, Geodatabase, DWG.
• Staff training on the use of LiDAR data in a GIS environment.
• Provide sample materials for prospective partners.
• Support the Fly Dane core set of deliverables.
• Support Fly Dane partners additional product needs.
• Assistance with other regional or consortia efforts that may compliment the Fly Dane project.

The following items or questions need to be addressed in the proposal.

**Describe the firms experience with building and supporting multi-agency partnerships?**

**Discuss experience with providing various output formats and potential issues, for the final set of deliverables?**

**Describe the firms experience with working with Wisconsin County Coordinates and other coordinates system, both vertical and horizontal?**

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  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.

7.0  SPECIAL CONTRACT TERMS AND CONDITIONS

7.1  Payment Requirements

Payment will be made net 30 days from receipt of monthly invoices for work completed. Ten percent (10%) of the payment will be retained until all work is completed.
7.2 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 2009 is $10.19. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm.

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.

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  Reference Data Sheet
Attachment C  Designation of Confidential and Proprietary Information
Attachment D  Fair Labor Practices Certification
Attachment E  Cost Summary Page
<table>
<thead>
<tr>
<th>RFP COVER PAGE SIGNATURE AFFIDAVIT</th>
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</thead>
<tbody>
<tr>
<td>NAME OF FIRM:</td>
</tr>
<tr>
<td>STREET ADDRESS:</td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
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<td>FAX #:</td>
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<td>EMAIL:</td>
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</tbody>
</table>

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

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

Addendum #_____ Addendum #_____ Addendum #_____ Addendum #_____
<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
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<th>EMAIL</th>
<th>PHONE #</th>
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<td>NAME OF FIRM</td>
<td>STREET ADDRESS</td>
<td>CITY, STATE, ZIP</td>
<td>CONTACT PERSON</td>
<td>EMAIL</td>
<td>PHONE #</td>
<td>FAX #</td>
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<td></td>
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<tr>
<td>NAME OF FIRM</td>
<td>STREET ADDRESS</td>
<td>CITY, STATE, ZIP</td>
<td>CONTACT PERSON</td>
<td>EMAIL</td>
<td>PHONE #</td>
<td>FAX #</td>
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<td></td>
</tr>
</tbody>
</table>
## 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.

<table>
<thead>
<tr>
<th>Section</th>
<th>Page Number</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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:  

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.
COST / FINANCIAL PROPOSAL

NAME OF FIRM:

---

**Base Products:**

**Item Description:** The following is a cost breakdown for the base set of deliverables for 2009 and 2010. A unit cost would be based on the Cost (1 mile$^2$). The Multiplier column provides the approximate coverage of Dane County at 1,244 square miles and urban area of about 335 square miles. Use this multiplier to determine total cost.

<table>
<thead>
<tr>
<th>Product</th>
<th>Unit Cost (1 mile$^2$)</th>
<th>Multiplier</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>County-wide terrain surface that includes Raw LiDAR data, bare-earth (DEM &amp; DTM), two-foot contours</td>
<td>$</td>
<td>X 1244</td>
<td>$</td>
</tr>
<tr>
<td>County-wide terrain surface for first return, classified (DEM &amp; DTM)</td>
<td>$</td>
<td>X 1244</td>
<td>$</td>
</tr>
<tr>
<td>LiDAR .las data</td>
<td>$</td>
<td>X 1244</td>
<td>$</td>
</tr>
<tr>
<td>County-wide two-foot contours</td>
<td>$</td>
<td>X 1244</td>
<td>$</td>
</tr>
<tr>
<td>County-wide true color, one-foot resolution imagery</td>
<td>$</td>
<td>X 1244</td>
<td>$</td>
</tr>
<tr>
<td>County-wide, black/white one-foot resolution imagery</td>
<td>$</td>
<td>X 1244</td>
<td>$</td>
</tr>
<tr>
<td>Urban area, true color, six-inch resolution imagery</td>
<td>$</td>
<td>X 335</td>
<td>$</td>
</tr>
<tr>
<td>Urban area, black/white six-inch resolution imagery</td>
<td>$</td>
<td>X 335</td>
<td>$</td>
</tr>
<tr>
<td>County-wide, true color, five-meter resolution mosaic image</td>
<td>$</td>
<td>X 1244</td>
<td>$</td>
</tr>
<tr>
<td>County-wide, black/white, five-meter resolution mosaic image</td>
<td>$</td>
<td>X 1244</td>
<td>$</td>
</tr>
</tbody>
</table>
Upgrade Products:
Item Description: The following is a cost breakdown for the upgrade set of deliverables. A unit cost would be based on the Cost (1 mile²). The final project areas for most of these products has not been determined and dependent on final partner funding.

<table>
<thead>
<tr>
<th>Product</th>
<th>Unit Cost (1 mile²)</th>
<th>Multiplier</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>County-wide, color Infra-red, one-foot resolution imagery</td>
<td>$</td>
<td>X 1244</td>
<td>$</td>
</tr>
<tr>
<td>Urban area, color Infra-red, six-inch resolution imagery</td>
<td>$</td>
<td>X 335</td>
<td>$</td>
</tr>
<tr>
<td>Building Footprint Updates:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Urban</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Suburban</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Rural</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>One-foot contours</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Three-inch resolution true color imagery</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Three-inch resolution black/white imagery</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Planimetrics</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

_____% price increase for 2011-2012

If selected, would you be willing to extend this pricing to other government agencies during the term of the contract?

Yes ___  No ___
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
furnish evidence that each and every subvendor has in force and effect insurance policies
providing coverage identical to that required of the
successful vendor.

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.”