REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY
Corporation Counsel

RFP NUMBER #113083

RFP TITLE
Legal Case/Document Management System

PURPOSE
The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a government legal case/document management system for civil cases.

DEADLINE FOR RFP SUBMISSIONS
2:00 P.M. Central Time
September 20, 2013
LATE, FAXED, ELECTRONIC MAIL OR UNSIGNED PROPOSALS 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 (5) copies of your technical proposal
- Submit one original and (1) copy of your cost proposal
- Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD

DIRECT ALL INQUIRES TO
NAME Carolyn A. Clow
TITLE Purchasing Agent
PHONE # 608/266-4966
FAX # 608/266-4425
EMAIL clow@countyofdane.com
WEB SITE www.danepurchasing.com

DATE RFP ISSUED: August 21, 2013
RFP BLANK REVISED 9/12
TABLE OF CONTENTS

1.0 GENERAL INFORMATION
  1.1 Introduction
  1.2 Scope
  1.3 Definitions
  1.4 Clarification of the specifications
  1.5 Addendums and or revisions
  1.6 Calendar of events
  1.7 Reasonable accommodations

2.0 PREPARING AND SUBMITTING A PROPOSAL
  2.1 General instructions
  2.2 Proprietary information
  2.3 Incurring costs
  2.4 Vendor registration
  2.5 Submittal instructions
  2.6 Required copies
  2.7 Proposal organization and format
  2.8 Multiple proposals
  2.9 Oral presentations and site visits
  2.10 Demonstrations

3.0 PROPOSAL SELECTION AND AWARD PROCESS
  3.1 Preliminary evaluation
  3.2 Proposal scoring
  3.3 Right to reject proposals
  3.4 Evaluation criteria
  3.5 Award and final offers
  3.6 Notification of intent to Award

4.0 GENERAL PROPOSAL REQUIREMENTS
  4.1 Introduction
  4.2 Organization capabilities
  4.3 Staff qualifications
  4.4 Proposer references
  4.5 Dane County IT Specifications

5.0 TECHNICAL REQUIREMENTS
  5.1 General Functional Requirements
  5.2 General Technical Requirements
  5.3 Automated Document Management Requirements
  5.4 Electronic Forms Requirement
  5.5 Tablet Application Requirements
  5.6 Desktop Faxing Requirements
  5.7 Training and Documentation

6.0 COST PROPOSAL
  6.1 General instructions on submitting cost proposals
  6.2 Format for submitting cost proposals
  6.3 Fixed Price Period

RFP NO. 113083
7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Acceptance Test
7.2 Fixes, Upgrades and Future Software Options
7.3 Contractor’s Key Employees
7.4 Maintenance
7.5 Documentation and Operating Manuals
7.6 Escrow Agreements
7.7 Payments
7.8 Domestic Partner Equal Benefits Requirement
7.9 Local Purchasing Ordinance
7.10 Living Wage Requirement

8.0 REQUIRED FORMS

ATTACHMENTS

A. Signature Affidavit
B. Vendor Registration Certification
C. Reference Data Sheet
D. Designation of Confidential and Proprietary Information
E. Fair Labor Practices Certification
F. Vendor Data Sheet
G. Cost /Financial Proposal

9.0 STANDARD TERMS & CONDITIONS
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 government legal case/document management system for civil cases. The product should be a commercial-off-the-shelf solution (COTS).

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, Corporation Counsel.

The contract administrator will be Marcia MacKenzie.

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 Description

The Corporation Counsel's office wishes to establish one electronic repository with which to easily manipulate, store, catalogue and research all case documents from both archived and electronic sources including emails. The system must also scan, store, index and retrieve via electronic format hard copy documents, including some, but not all, of the Department’s archived case material.

Major system should components include:

- Software and Appropriate Licensing
- Software Customization
- Hardware
- Configuration, Installation and Networking
- Integration with Existing Data Systems
- Testing, Debugging and Implementation
- Training: Systems, Network and End-User
- Documentation

1.2.2 Objectives

The end goals of the Project are to create efficiencies in the maintenance, retrieval, use and storage of documents and other methods of information/communication for a variety of
civil cases and prosecutions to better comply with records retention requirements, and to diminish the use of paper.

1.2.3 The system should, at a minimum:

1. Create an electronic repository to replace existing manual storing and archiving of hard-copy case files;
2. Provide effective controls for access and manipulation of case data and confidentiality;
3. Reduce storage costs;
4. Allow for electronic case history and other research;
5. Enhance computer assisted workflow management throughout the Corporation Counsel’s Office;
6. Create the ability to make electronic court filings.
7. Provide software support during normal working hours central time, with a minimum of a 4 hour response time.
8. Accommodate no less than 25 users, but Dane County would prefer to have the option to expand to 50 users.
9. Provide validation upon data entry. (Logical edits, edit checks for all fields.)
10. Allow searches by litigant names, witness names or case number.
11. Generate reports against all fields to provide at a minimum category of case, disposition of cases, case load by attorney, docket report, litigant case history and meet ad hoc reporting needs.
12. Include integrated document imaging from folder, camera or scanner. And the ability to import/show/play documents, photos, video and audio files into cases.
13. Generate discovery responses with information redaction and bates numbering, including documents, photos, video and audio files. System must create CDs and/or DVDs of discovery responses.
14. Electronically distribute discovery responses either through a web portal and/or email with conformation receipt of discovery retrieval.
15. Generate civil pleading and other documents to multiple addresses with data population.
16. Ability to add custom documents for system document generation.
17. Batch print documents from document generation.
18. Include ability for IPad and/or Android Tablet access.
19. Interface with Microsoft Exchange for scheduling / calendaring and provide a “tickler” system for case events.
20. Interface with voice recognition software.
21. Accommodate the following maintenance considerations:

- Available contracted support services for all software proposed in response to for at least five (5) years and for at least four (4) years following declaration of product
version’s end of life.
- Correct program errors found in the software system within a timely fashion at no cost to Corporation Counsel for a period of one (1) year from the date of final acceptance.
- Modify software as necessary to meet any current or new State or State Court mandated and/or legislative requirements that are, or will be, in effect at the time of system implementation.

The system should be installed and training completed within six (6) months of contract execution.

1.2.4 Current Operations

Corporation Counsel currently uses Access databases for management of cases. All files are paper. Cases include all varieties of civil actions, ordinance violation prosecutions, child protection prosecutions, guardianships and mental commitments.

1.3 Definitions

The following definitions are used throughout the RFP.
- **Contractor** means the proposer who is awarded the contract.
- **County** means Dane County
- **County Agency** means Department /Division utilizing the service or product
- **Final Acceptance** means that time at which County is satisfied that all hardware and software are installed and the designated users of the product are fully trained and are able to use the product as anticipated in this request for proposals. The County must acknowledge final acceptance in writing.
- **Proposer/vendor** means a firm submitting a proposal in response to this RFP.
- **Provider** means firm awarded contract to provide product(s) required by this RFP.

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>August 23, 2013</td>
<td>Date of issue of the RFP</td>
</tr>
<tr>
<td>September 9, 2013</td>
<td>Last day for submitting written inquiries (2:00 p.m. Central Time)</td>
</tr>
<tr>
<td>September 10, 2013</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>September 20, 2013</td>
<td>Proposals due from vendors</td>
</tr>
<tr>
<td>October 2013</td>
<td>Oral presentation by invited vendors</td>
</tr>
<tr>
<td>October 2013</td>
<td>Demonstrations by invited vendors</td>
</tr>
<tr>
<td>Late October 2013</td>
<td>Notification of intent to award sent to vendors</td>
</tr>
<tr>
<td>November 1, 2013</td>
<td>Contract start date</td>
</tr>
</tbody>
</table>
1.7 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 Vendor Registration Certification
  - Attachment C Reference Data Sheet
  - Attachment D Designation of Confidential and Proprietary Information
  - Attachment E Fair Labor Practices Certification
  - Attachment F Vendor Data Sheet
  - Attachment G Cost Summary Page
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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>1. General Requirements</td>
<td>25</td>
</tr>
<tr>
<td>a. Organization capabilities</td>
<td>15</td>
</tr>
<tr>
<td>(Section 4.2)</td>
<td></td>
</tr>
<tr>
<td>b. Qualifications of personnel</td>
<td>5</td>
</tr>
<tr>
<td>(Section 4.3)</td>
<td></td>
</tr>
<tr>
<td>d. Timeline</td>
<td>5</td>
</tr>
<tr>
<td>(Section 4.6)</td>
<td></td>
</tr>
<tr>
<td>2. Technical Requirements</td>
<td>55</td>
</tr>
<tr>
<td>a. General functional &amp; technical requirements (Sections 5.1 &amp; 5.2)</td>
<td>30</td>
</tr>
<tr>
<td>c. Automated document management, electronic forms requirements (Section 5.3 &amp; 5.4)</td>
<td>10</td>
</tr>
<tr>
<td>e. Tablet application requirements (Section 5.5)</td>
<td>5</td>
</tr>
<tr>
<td>f. Desktop faxing requirements (Section 5.6)</td>
<td>5</td>
</tr>
<tr>
<td>g. Training &amp; documentation (Section 5.7)</td>
<td>5</td>
</tr>
<tr>
<td>3. Cost</td>
<td>20</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</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

Proposers shall include a one-page overview of proposer’s interest in the project and clearly present proposal’s products, services, expertise and experience related to providing an off the shelf legal case/document management system.

4.2 Organization Capabilities

Describe the firm’s experience and capabilities in delivering a commercial-off-the-shelf (COTS) solution that manages legal case/document management functions for attorneys who work in governmental legal offices practicing civil law. Be specific and identify projects, dates, and results. Dane County has a particular interest in Wisconsin installations.

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. The County requires that the selected vendor provide a dedicated project manager. County will have a contractual right to approve project manager, trainer(s) and other key employees throughout installation and training.

4.4 Proposer References

Proposers must include in their RFPs a list of organizations, including at least one contact (name, address, and telephone number) at each, that can be used as references for work performed in the area of service required. Selected organizations may have their references contacted to determine the quality of work performed and skill levels of personnel assigned to the project. Dane County has a particular interest in Wisconsin clients.
4.5 Dane County IT Specifications

The system provided by the vendor must function within a Windows Server 2008/2012 environment using Microsoft active directory authentication. The client must be capable of running on Microsoft Windows 7/8 workstations, and a Citrix XEN virtual environment including XenServer and XenDesktop. Refer to Attachment K-Dane County Technical Specifications for additional technical specification with which vendor is required to comply.

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

4.6 Timeline

Provide a project plan specifying timeline, activities, and project management strategies, including the County’s roles and resource requirements. The timeline should include significant project milestones that facilitate the project’s completion no later than six months after the award of the contract. The project milestones should include information gathering from current staff, project customization, project testing, technology rollout, and staff training.

5.0 TECHNICAL REQUIREMENTS

Provide a narrative description of how the following issues will be addressed:

5.1 General Technical Requirements

a. The vendor must provide details on the system’s data security at all levels, from system administrator to power users and end users, including remote access security and what safeguards are in place in the event of a lost or stolen tablet. The system must include extensive system security features and options to function in a multi-user environment.

b. Create an electronic repository to replace existing manual storing and archiving of hard-copy case files (The system must be capable of scanning and integrating paper documents and integrating with Access databases currently in use. Dane County does not intend to create a history in the new software system but does need to import current cases into the new system.);

c. Provide effective controls for access and manipulation of case data and confidentiality;

d. Reduce storage costs;

e. Allow for electronic case history and other research;

f. Enhance computer assisted workflow management throughout the Corporation Counsel’s Office;

g. Create the ability to make electronic court filings.

h. Provide software support during normal working hours central time,
with a minimum of a 4 hour response time.
i. Accommodate no less than 25 users, but Dane County would like the option to expand to 50 users.
j. Provide validation upon data entry. (Logical edits, edit checks for all fields.)
k. Allow searches by litigant names, witness names or case number.
l. Generate reports against all fields to provide at a minimum category of case, disposition of cases, case load by attorney, docket report, litigant case history and meet ad hoc reporting needs.
m. Include integrated document imaging from folder, camera or scanner. And the ability to import/show/play documents, photos, video and audio files into cases.
n. Generate discovery responses with information redaction and bates numbering, including documents, photos, video and audio files. System must create CDs and/or DVDs of discovery responses.
o. Electronically distribute discovery responses either through a web portal and/or email with conformation receipt of discovery retrieval.
p. Generate civil pleading and other documents to multiple addresses with data population.
q. Ability to add custom documents for system document generation.
r. Batch print documents from document generation.
s. Include ability for iPad and/or Android Tablet access.
t. Interface with Microsoft Exchange for scheduling / calendaring and provide a “tickler” system for case events.
u. Interface with voice recognition software.
v. Accommodate the following maintenance considerations:

- Available contracted support services for all software proposed in response to for at least five (5) years and for at least four (4) years following declaration of product version’s end of life.
- Correct program errors found in the software system within a timely fashion at no cost to Corporation Counsel for a period of one (1) year from the date of final acceptance.
- Modify software as necessary to meet any current or new State or State Court mandated and/or legislative requirements that are, or will be, in effect at the time of system implementation.
- The system should be installed and training completed within six (6) months of contract execution

5.2 Automated Document Management Requirements

a. Electronically capture documents once, without producing multiple copies or photocopying. All documents should be captured at the point where they are first received by the Department. The scanning stations must have the ability to produce a receipt with thumbnail images for the client’s personal records. Provide ability to print mailing labels without manual typing to allow for the return
of originals, received through the mail, to client.

b. Store captured documents in a non-proprietary electronic format. All documents shall remain the property of Dane County.

c. Ability to add documents to the electronic document imaging system on an ad hoc basis and directly from other applications, including email, faxes, DVDs and screen captures.

d. Provide a process to retrieve and utilize demographic and caseload data that is available through other systems

e. Ability to index or file documents into an electronic case file by logical groups or batches for easy retrieval by end user. Index values, including, but not limited to, party or witness name, SSN and case number, must be automatically inserted into fields utilizing available demographic and case data.

f. Allow for easy searching of documents by case, case type, document types, and legal topic.

g. Ability to electronically file pleadings with courts and generate copies to parties.

h. Allow for an automated search and retrieval of documents in the system.

i. Allow for documents to be viewed on a second monitor, while allowing for other applications to be viewed on a first monitor.

j. **Contain security measures to prevent accidental/incorrect document indexing and deletion of documents, including an electronic record that shows all activity on that document.**

k. Contain security measures for special treatment of confidential documents.

l. Allow for confidential treatment of sensitive or personally identifiable data.

5.3 Electronic Forms Requirement

a. Ability to capture forms, including Wisconsin State Bar forms, existing in a variety of formats, including Microsoft Word and Excel, and PDF, and render in an unalterable electronic format without printing and scanning.

b. Ability to easily retrieve and print completed forms.

c. Provide an electronic form designer to create, modify and maintain forms.

d. Allow for signing, or initialing any form using an electronic signature pad which becomes a permanent, unalterable part of the form when completed.

5.4 Tablet Application Requirements

a. Solution must be integrated and easy to use.
b. Solution must store all documents, forms, and photos captured/created on the tablet as document objects in the
document management system

c. Access to existing documents, data and forms must be
accomplished in a disconnected environment.

5.5 Desktop Faxing Requirements

a. Ability for users to retrieve the appropriate electronic document on
their workstation and fax it directly from their desktop computer.

b. Ability to keep commonly used fax number and user names in a
phone book.

c. Ability for all incoming faxes to be directed to one employee’s
computer and then routed to the appropriate worker electronically.

d. Ability for the user to view the document and save it to the imaging
system.

5.6 Training and Documentation

a. The vendor must provide a comprehensive plan for delivery of end
user training for all designated Agency employees. Training must
be provided for all application software. The vendor must prepare
and provide a training plan with scheduled dates, time frames, and
locations. All end user training must be conducted at the Agency’s
designated location. The training plan must be submitted for
approval and included in the overall implementation plan.

b. Administrator training must also be provided on the creation of
forms.

c. Administrator training must be provided on the administration
functions of the system.

d. Training for upgrades must be provided as part of the maintenance
contract during the life of the software.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

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

6.2 Format for Submitting Cost Proposals

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

RFP NO. 113083
6.3 Fixed Price Period

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

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Acceptance Test

There shall be a period of ninety (90) days, after staff training is completed and prior to Final Acceptance to determine the product functions as described in Contractor’s Proposal and other submissions and demonstrations by Contractor. If County is not satisfied with the product’s performance during the acceptance period, the acceptance period may be extended at County’s discretion. Final Acceptance will be authorized in writing by County after all hardware and software specified in the contract are installed and operational and all staff are trained and capable of functioning in a production environment to County’s satisfaction. Failure by the Contractor to provide a system that performs as stated in the RFP response and other submissions and demonstrations by Proposer constitutes breach of the agreement between the parties and will result in rejection by the County.

7.2 Fixes, Upgrades and Future Software Options

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

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

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

7.3 Contractor’s Key Employees

County shall have the right to demand, at County’s discretion, replacement of contractor’s project manager and/or training personnel for inadequate performance. Contractor shall respond by replacing the project manager and/or training personnel as soon as reasonably possible.

7.4 Maintenance

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

7.5 Documentation and Operating Manuals

Contractor shall provide, at no additional charge, operating manuals, which describe in detail the software capabilities, its operation, installation procedures, error messages with identification of probable causes, software modification procedures and techniques, and program interfaces. Contractor agrees the County may make such additional copies of documentation supplied pursuant to this section as needed for use by County employees. The operating manuals shall be available in both hard copy (2 copies) and portable document format. Online and/or searchable help must be provided.

7.6 Escrow Agreement

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

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

7.6.2 Termination of the Contract by the County due to the Contractor’s failure to maintain the software and related equipment in accordance with and subject to the terms and conditions of the
7.7 Payments

Payment may be made to the Contractor any time after Final Acceptance but not sooner than thirty (30) days after installation and training, or later than thirty (30) days after Final Acceptance.

Payment: The County’s normal payment terms are net 30 days.

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.

7.8 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.

7.9 Local Purchasing Ordinance

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score and vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

7.10 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 2013 is $11.09. 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.

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  Vendor Data Sheet
Attachment G  Cost Summary Page
Attachment K  Technical Requirements
### RFP COVER PAGE

**SIGNATURE AFFIDAVIT**

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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.

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- **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. You will prompted to create a username and a password and you will receive a confirmation message, than 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
REFERENCE DATA SHEET

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.

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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.

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Check mark: This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

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
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.nlrb.gov and http://werc.wi.gov.

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

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

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.
# VENDOR DATA SHEET / LOCAL PURCHASING PROVISIONS

This address will be used to determine local purchasing preference and the mailing address where County purchase orders/contracts will be mailed:

1. **Company Name:**

   | ADDRESS: |
   |---|---|
   | CITY: | COUNTY: |
   | STATE: | ZIP+4: |
   | TEL: | TOLL FREE TEL: | FAX: |

2. **Contact person in the event there are questions about your bid/proposal**

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3. **Local Vendor:**

   Are you claiming a local purchasing preference under DCO 25.11(8) based on your response to section 1 of this form?
   - ☐ No – continue on to the next page
   - ☐ Yes – complete the remainder of this form

   Indicate if your firm/company has an established place of business located in any of the following Wisconsin Counties. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor. DCO 25.04(7h)

   **Select one:**
   - ☐ Dane County
   - ☐ Columbia County
   - ☐ Dodge County
   - ☐ Green County
   - ☐ Iowa County
   - ☐ Jefferson County
   - ☐ Rock County
   - ☐ Sauk County

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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

RFP NO. 113083
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 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
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 Board (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.

RFP NO. 113083