



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

**COUNTY AGENCY
RFP NUMBER**

Alliant Energy Center
#115054

RFP TITLE

Convention and Conference Center Management Software

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for **Convention and Conference Center Management software**, including a web-based e-commerce system for exhibitor services purchases, Customer Relationship Management (CRM), contract administration, facility booking, event management and coordination, inventory management, accounts receivable, general accounting and analysis, and related reporting and administration.

**DEADLINE FOR
RFP SUBMISSIONS**

2:00 P.M. Central Time
May 12, 2015

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 (7) copies of your technical proposal**
- Submit one original and (1) copies of your cost proposal**
- Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD**

**DIRECT ALL INQUIRES
TO**

NAME Carolyn A. Ninedorf
TITLE Purchasing Agent
PHONE # 608/266-4966
FAX # 608/266-4425
EMAIL Ninedorf.carolyn@countyofdane.com
WEB SITE www.danepurchasing.com

DATE RFP ISSUED: April 6, 2015

RFP BLANK REVISED 5/13

RFP NO. 115054

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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 Convention and Conference Center Management software for a county administered convention center.

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 the Alliant Energy Center of Dane County and the contract administrator will be Bill Franz, Assistant Center Manager/Chief Financial Officer.

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 Alliant Energy Center (AEC) is a 164 acre campus that includes several different venues which host more than 500 events per year, with annual attendance of approximately 1 million people. The venues include:

Veterans Memorial Coliseum – with 8,000 permanent seats and a capacity of more than 10,000 it's an ideal venue for sporting events, large concerts and entertainment productions.

Exhibition Hall – with 255,000 square feet, this is our premier venue for conventions, meetings, banquets, and much more.

New Holland Pavilions – with a total of 290,000 square feet, the two pavilions enable the AEC to be an industry leader in the agricultural show market. The multi-purpose design of the pavilions also makes them perfectly suited for flat shows, trade shows, and much more.

Willow Island – our outdoor venue features 29 acres of natural space, surrounded by two ponds, is perfect for outdoor concerts, festivals and other events.

Arena – our 22,000 square foot venue is suited for smaller trade shows, staged performances and consumer events. It is also perfect for equine events and other shows that can take advantage of its show ring and

grandstand seating.

The AEC is soliciting proposals from firms interested in providing a fully integrated Convention and Conference Center software solution. This product should be modular, allowing for a phased approach to implementation, and contain the following functionality :

- Web-based e-commerce system for exhibitor services purchases
- Customer Relationship Management (CRM)
- Contract administration
- Facility booking
- Event management and coordination
- Inventory management
- Accounts receivable
- General ledger accounting and financial reporting

1.2.2 Objective

The rationale for contracting for a convention and conference center software solution is to 1) help manage and coordinate the needs of AEC staff, show managers, exhibitors and attendees more efficiently and 2) consolidate disparate systems into one fully integrated system.

1.2.3 Needs

The AEC is interested in a convention and conference center software solution that includes, at a minimum, the following functionality:

- A Payment Card Industry (PCI)-compliant web-based e-commerce system for the rental of equipment and services by show exhibitors.
- Customer Relationship Management (CRM) system to maintain customer sales and contact information.
- Contract Administration for the drafting, routing, approval and tracking of pending contracts, show deposits and insurance certificates. System should automatically compute contract costs at standard rates and require justification/comments explaining any discounts from those rates.
- Facility booking calendar system capable of scheduling multiple rooms, multiple buildings, and multiple hold levels. System should also allow management the ability to block out dates and times so they are not available for booking.
- Event Management & Operations system to keep track

of service orders, show floor layouts, and personnel assignments.

- Inventory management to track available equipment inventories and alert staff when availability reaches a critical level.
- Accounts receivable, invoice processing and cash receipt functionality.
- General accounting and analysis for reporting and integration with the County's general ledger system, or the ability to generate journal entry information for sales data.
- Querying and report writing capability and overall system administration. The system should have standard reports as well as the ability to create custom reports, at a minimum, on occupancy utilization, customer financial information, inventory and sales data.
- Licensing for up to 15 concurrent internal users with varying levels of security and access. In addition, web-based read-only access to the booking calendar for select external business partners.

The selected system can be hosted locally on County-owned equipment or hosted in the cloud on vendor-owned and supported equipment. Whichever type of system that is selected must be fully PCI compliant for the processing of credit/debit card data. The County will not be responsible for providing PCI compliance through its internal network hardware and software.

The vendor providing the selected system will be expected to provide installation assistance, documentation and training.

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.

AEC means Alliant Energy Center – A department of Dane County government.

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.

DATE	EVENT
April 9, 2015	Date of issue of the RFP
April 30, 2015	Last day for submitting written inquiries (2:00 p.m. Central Time)
May 1, 2015	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
May 12, 2015	Proposals due from vendors
May 15, 2015	Invitations extended for oral presentations & demonstrations
June 1 or 3, 2015	Oral presentation & Demonstration by invited vendors
Late June 2015	Notification of intent to award sent to vendors
August 2015	Contract start date

1.7 Contract Term and Funding

The contract shall be effective on the date indicated on the contract execution date and shall run for five (5) year(s) from that date.

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 Wisconsin Relay (711).

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](#)
- 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. If the team determines that it is in the best interest of the County to require oral presentations, the highest ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

3.3 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount,

with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>		<u>Percent</u>
1.	General requirements		<u>25</u>
	a. Qualifications of Personnel (Section 4.2)	5	
	b. Experience with similar venues (Section 4.3)	10	
	c. Timeline (Section 4.4)	10	
2.	Technical requirements		<u>55</u>
	a. General Requirements (Section 5.2)	5	
	b. E-Commerce Requirements (Section 5.3)	10	
	c. CRM Requirements (Section 5.4)	5	
	d. Contract Admin Requirements (Section 5.5)	5	
	e. Facility Booking Calendar System meets requirements (Section 5.6)	5	
	f. Event Management and Operations System requirements (Section 5.7)	5	
	g. Inventory Management requirements (Section 5.8)	5	
	h. Accounts Receivable requirements (Section 5.9)	5	
	i. General Accounting requirements (Section 5.10)	5	
	j. Training requirements (Section 5.11)	5	
4.	Cost		<u>20</u>
		TOTAL	100

3.5 Award and Final Offers

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

3.6 Notification of Intent to Award

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

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

Provide a one page overview of the firm's interest in this project.

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 Timeline

The firm must provide a timeline of deliverables showing an understanding of the project milestone requirements to implement all modules. Implementation will include software installation, conversion and staff training.

4.5 Proposer References

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

4.6 Mandatory Requirements

The following general requirements are mandatory and must be complied with. Provide narrative regarding how the firm will comply with the following requirements:

- 4.5.1 Solution must be fully PCI compliant. The County will not store credit card data on its network hardware.
- 4.5.2 The County maintains ownership of data and upon termination of contract will not be charged for extraction of the data. A description of the extracted data will be provided to County.

5.0 TECHNICAL REQUIREMENTS

5.1 Software Overview

Provide an overview of how the software functions. Include a brief description of each module and an understanding of how the modules work together.

5.2 General Requirements

Provide a narrative description of how the software meets each of the following requirements:

- a. Applications, websites and data must generally be available 24/7/365. Scheduled outages must be communicated at least 48 hours in advance.
- b. Documentation on systems, data and procedures must be made available to all AEC users and must be kept current when changes occur.
- c. When database and system changes occur, documentation on the changes including any database changes must be made available to AEC users at least 1 month before implementing the changes.
- d. Data access to hosted AEC data will be made available for reporting. Source code for all reports should be made available for customization to AEC's needs.
- e. An integrated solution is preferred so that data does not have to be reentered in other modules.
- f. AEC branding must be possible for all public facing websites.
- g. The solution must work on the majority of the commercially available browsers and must stay up-to-date with changes in browser software.
- h. The solution should be scalable for use on different types of devices including phones, tablets and computers.
- i. Security must be in place at the user and process level so

- that access can be controlled.
- j. For any modules not browser based, they must be PC compatible and must be able to run in a Citrix thin client environment.
- k. Data housed at the County must reside in a SQL Server database. SQL Server 2012 is the platform that the County is currently using. SQL Server 2008 R2 is also available.
- l. Any e-mail notifications should work with Microsoft Outlook/Exchange.
- m. Document storage and retrieval options should include MS Word, MS Excel and PDF formats
- n. 24/7 technical support must be provided.

5.3 E-Commerce

Provide a narrative description of how the software meets each of the following requirements:

AEC would prefer a blended approach to the E-commerce solution. A blended solution allows the user to be transferred from a Dane County hosted site to an external PCI compliant site where payments for items can be made. The County site would allow customers to pick and choose what they want to purchase and allow them to add them to a "shopping cart" where they are purchased. Purchasing would trigger a transfer to the PCI compliant site where payment information (e.g. credit card data) is entered and payment confirmed. Payment confirmation information would then be returned to, and captured by, the County hosted site. No credit card information will be stored at the County.

AEC staff should have the ability to remove items from an order and have the credit card debited for the amount removed. The debiting has to be done at an individual item level and not at the order level.

While the blended approach is AEC's preference, a hosted solution by the provider will also be considered.

- a. Customizable product catalogs should be available per event.
- b. Administrators must be able to copy catalogs for new events
- c. Products must be selectable from catalogs for purchase by individuals on-line
- d. Catalogs must display photos and descriptions of items for rent.
- e. Discounts for rentals should be automatically calculated based on the number of days before an event.
- f. Catalogs will contain rental items and services.
- g. Inventory control will be integrated with rental so that when items are rented they will be reflected in inventory.

5.4 Customer Relationship Management (CRM)

Provide a narrative description of how the software meets each of the following requirements:

- a. Tracks customers information – address, phone, email, and order history
- b. Ability to document with electronic notes any communications with customers for future use
- c. Links to letters, emails and any other electronic documents detailing customer interaction
- d. Ability to create a task list with due dates and electronic reminders for any necessary customer follow up

5.5 Contract Administration

Provide a narrative description of how the software meets each of the following requirements:

- a. Utilizes contract templates
- b. Allows for the copying of event data from previous contracts into new contracts for the same, or similar events
- c. Stores a history of contract revisions connected to an event
- d. Provides a customizable electronic workflow to other staff that need to review all or portions of a contract based on ~~position~~ the role a staff member plays in contracting.
- e. Tracks suspense dates and provides reminders for follow up

5.6 Facility Booking Calendar System

Provide a narrative description of how the software meets each of the following requirements:

- a. Interactive drag and drop calendar for booking
- b. Allows users different views of the calendar – monthly, daily, weekly
- c. Integrates with Outlook calendar
- d. Shows/Highlights different statuses of calendar items that can be filtered by status level and have the status levels coded in a manner that is customizable by the user (i.e. individually customizable color coding by status level)
- e. Shows/Highlights conflicts on the calendar
- f. Links complimentary events
- g. Allows scheduling of recurring bookings
- h. Hides confidential events
 - i. Allows user to report on space utilization by event and for annual occupancy reporting by room and building in both total square footage used and the number of times each area was used
- j. Allows users to search for spaces based on date range, capacities and features.

- k. Shows cancelled events and reasons

5.7 Event Management and Operations System

Provide a narrative description of how the software meets each of the following requirements:

- a. Keeps event templates for standard event types.
- b. Allows the attachment of notes to events and orders
- c. Connects to electronic file folders to track correspondence about events
- d. Electronic workflow and task tracking for all activities and processes associated with an event, including electronic reminders for deadlines
- e. Event Ordering system that can be customized by event for items like a/v, tables, chairs, electricity, freight handling, etc. The same items will be not be available for all events.
- f. Event ordering catalogs that can be created from scratch for new events or cloned for new events from other events with similar item availability
- f. Ability to package individual event order items
- g. Automatically generate work orders from event orders and assign appropriately
- h. Track changes to event orders
- i. Apply discounts to ordered items based on the date ordered. Different discounts are applied based on how many days in advance of the event they are ordered
- j. Ability to copy catalog items from one event to another.
- k. Ability to show catalog descriptions and pictures of items for sale
- l. Track orders versus delivered service to verify that invoicing is correct

5.8 Inventory Management

Provide a narrative description of how the software meets each of the following requirements:

- a. Integrates with Event orders so quantity on hand can reflect pending orders
- b. Real time inventory checking for events based on Event orders.
- c. Ability to store and retrieve information about the products being sold (i.e. instructions, warranties, photos)
- d. Provides physical inventory counts

5.9 Accounts Receivable

Provide a narrative description of how the software meets each of the following requirements:

- a. Automatic credit card processing
- b. Generates customized invoice modifiable by AEC staff
- c. Applies payments to invoices
- d. Can apply partial payments to open items

- e. Can search by date, source, type of invoice
- f. AEC can create custom defined payment plans
- g. Ability to place clients on hold status to prevent future event orders until AEC is satisfied with the customer's account status
- h. Has reporting to help reconcile daily transactions
- i. Revenue is reflected in the General Ledger
- j. Overdue notices can be electronically generated and emailed automatically, along with a copy of the original invoice
- k. Can create a cash receipts journal
- l. Customer Statements can be generated

5.10 General Accounting

Provide a narrative description of how the software meets each of the following requirements:

- a. Supports master and sub account charts
- b. Supports user-defined accounting periods
- c. Standard journal entries are created
- d. Automatic journal entries are created from booking orders, event orders, invoicing and receivables
- e. Can see what transactions created journal entries
- f. Journal entries can be reviewed before and after posting
- g. Journal entries can be posted for future dates
- h. Posted entries can be edited and reversed from prior periods (with appropriate security)
- i. Recurring journal entries can be created
- j. Costs can be allocated across events
- k. Display opening balance, monthly activity, year to date activity and ending balances
- l. Print Detailed transaction summaries by GL account
- m. Journal entries are audit stamped with date/time and user name
- n. Changes to journal entries are audit stamped with date/time and user name
- o. Integrates with MS Excel
- p. Journal entries are exportable in a format that can be integrated into MUNIS, the County's financial system.
- q. At a minimum the following financial reports should be available: Event settlement, profit/loss statements, income statements, balance statements.

5.11 Training

Provide a narrative description of how the software meets each of the following requirements:

- a. In-house and on-line training must be used to educate users on the system.
- b. On-line user manuals or help functions must be available.
- c. System administration functions must be taught to administrators using both in-house and on-line training

- d. Reporting functions will be taught to individual staff members based on their respective areas of responsibility. An overview of the data model will be necessary.

5.12 Conversion

Provide a narrative description of how the software meets each of the following requirements:

The chosen system will integrate the functionality of 4 currently non-integrated systems from which little data will be converted to the new system. The exceptions to this are:

- a. Existing customers
- b. Pending contracts executed after conversion date
- c. Pending orders executed after conversion date
- d. Existing product catalogs
- e. Existing Event Calendar

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 Format for Submitting Cost Proposals

Complete Attachment G: Cost/Financial Proposal.

6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 90 days starting on the due date for proposals.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 (d). See Section

27.0 Standard Terms and Conditions. The minimum living wage rate for 2015 is \$11.47. 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 <https://www.danepurchasing.com/>

7.2 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

7.3 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.

7.4 Dane County Sustainability Principles

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's

- contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
 - Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

7.5 Acceptance Test

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

7.6 Fixes, Upgrades and Future Software Options

- 7.6.1 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.
- 7.6.2 Upgrades and Enhancements: For a period of not less than twelve (12) months after the County's acceptance of the software, Contractor shall provide to the County, at no additional cost, any changed or enhanced versions of the software within thirty days after the changed or enhanced versions are made available to customers.
- 7.6.3 Future Software Options and Replacement Software: Contractor grants the County the options, for any software for which the County has paid a one-time purchase or license fee to acquire any software options or replacement software which the Contractor shall make available after the acceptance date at the lesser of (a) Contractor's published purchase price for the software options or replacement software, or (b) the difference between the 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.

7.9 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.

7.10 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 may make such additional copies of documentation supplied pursuant to this section as needed for use by County employees.

7.11 Escrow Agreement

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

- 7.11.1 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.
- 7.11.2 Termination of the Contract by the County due to the Contractor's failure to maintain the software and related equipment in accordance with and subject to the terms and conditions of the contract.

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

**RFP COVER PAGE
SIGNATURE AFFIDAVIT**

NAME OF FIRM:	
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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.

Signature

Title

Name (type or print

Date

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

Addendum #_____ Addendum #_____ Addendum #_____ Addendum #_____

VENDOR REGISTRATION CERTIFICATION

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

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

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

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

CERTIFICATION

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

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

Vendor Number # _____

Paid until _____

Date Signed: _____

Officer or Authorized Agent

Business Name

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

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

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

**FAIR LABOR PRACTICES CERTIFICATION
Dane County Ordinance 25.11(28)**

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

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

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

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

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

Date Signed: _____

Officer or Authorized Agent

Business Name

NOTE: You can find information regarding the violations described above at:
www.nlr.gov 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
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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	
NAME	TITLE:
TEL	TOLL FREE TEL
FAX	E-MAIL

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? <input type="checkbox"/> No – continue on to the next page <input type="checkbox"/> 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:
We are claiming a preference as a Dane County Business <input type="checkbox"/> Dane County
We are claiming a preference as a business located in a county adjacent to Dane County
<input type="checkbox"/> Columbia County <input type="checkbox"/> Dodge County <input type="checkbox"/> Green County <input type="checkbox"/> Iowa County
<input type="checkbox"/> Jefferson County <input type="checkbox"/> Rock County <input type="checkbox"/> Sauk County

REVISED 9/12

COST / FINANCIAL PROPOSAL	
----------------------------------	--

NAME OF FIRM:	
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Item Description:

Cost:

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

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. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

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 herein 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 that 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 herein 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 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.

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 and services. 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 INDEMNIFICATION & INSURANCE.

20.1. PROVIDER shall 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 PROVIDER furnishing the services or goods required to be provided under this Agreement, 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 PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the

subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

20.2.3. Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

20.2.4. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

20.2.5. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, PROVIDER 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 PROVIDER'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 professional malpractice or errors and omissions coverage, if the services being provided

are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER 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 PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. 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 PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

20.4. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

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 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. Pricing will not be held confidential after award of contract.

22.3 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.

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 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 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.

27.01 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.

27.02 Bidders are exempt from the requirement of this section 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.

27.03 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.

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

27.05 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 for union organizing."

Dane County IT Infrastructure

Introduction

The Dane County Information Management has two Direction Statements that help to govern the acquisition of hardware and software for the County. They are:

- Acquire hardware and software, which rank among the leaders in the industry, as balanced by their compatibility with the County's infrastructure, and by the resources needed for support.
- Implement application software which meets our customers' needs, as balanced by their compatibility with the County's infrastructure, and by the resources needed for support.

To this end the Dane County Information Management has defined a fairly narrow, mainstream set of hardware/software that are supported on the County network (see spreadsheet attached).

Network Infrastructure

The County uses Dell Force10, and HP ProCurve hardware for all network infrastructure, with the exception of wireless access points and controllers, which are provided by Cisco Systems.

The primary network protocol used by the County is TCP/IP over Ethernet. Standard network speeds on the County network are 1Gb on the network backbone and 100Mb to all workstations on the LAN. WAN connections are primarily connected via fiber-optic cable with some T1s, connected sites.

The County Use Citrix Xen Apps as it primary application delivery method. Citrix Xen Desktop is in a development and testing phase at the current time and is expected to be in production in the fourth quarter of 2015.

The county currently has approximately 500 HP workstations, and 2,500 HP Terminals. The county currently has 2,000 Mitel phones. Most workstations and terminals are connected to the network via the 100Mb network switch in the IP Phone.

Lead-time for new network connections is 30 days minimum. New connections that require high-speed fiber optic cable may require significantly more lead-time. New wireless access points that need to be added to the County network would also require significant more lead-time to ensure that the access is secure and to build the required infrastructure.

Servers

Dane county operates a VMware ESX virtual server environment on which all Microsoft Windows and Linux servers and virtual appliances run as guest. The policy is that all servers

will be run as VM guest, unless justification as to why a physical sever is need is submitted and approve by the Dane County Division of Information Management at least 60 days in advance of when the server is need,

A native Windows 2008 R2 Active Directory domain is the primary directory service on the County network. Whenever possible, applications should be integrated with Active Directory for authentication.

Microsoft SQL Server 2008/2012 are supported as our primary backend DBMSs, however other DBMS platforms would be allowed if support is provided by the vendor. If the County needs to purchase the required system software (OS, SQL, IIS, etc.), the required system configuration should be given to the Information Management Team no later than 30 days in advance so that licenses can be ordered and system security can be reviewed.

Microsoft Exchange 2010 is the supported e-mail/messaging platform for Dane County. Any applications or systems that require e-mail connectivity or integration should interoperate with Microsoft Exchange 2010. Dane County plans to upgrade to Exchange 2013 in the 3rd quarter of 2015.

Storage

The County uses Dell Compellent and EMC Isilon SANs along with local storage as required for the storing of data. Access to the Data is accomplished using the ISCSI, and/or Microsoft CIFS protocol or locally defined drives.

Data is replicated to Dane County's Disaster Recovery site utilizing the replication software provided by the SAN vendor. Data is backed up utilizing Comvaults data Protection Software.

Desktop Workstations

The County uses HP workstations and laptops exclusively for all desktops and laptops.

All new PC's and laptops are being deployed with Windows 7 or Windows 8.1 if required. The County uses the Microsoft suite of Microsoft Office productivity applications.

Mobile Devices

Smart Phones and Tablets – The County supports any smart phone or tablet that is County Owned and has the IOS, Windows or Android Operating system installed. Network access is limited and a request for access must be submitted to Information Management no later than 30 days before the access is needed. All mobile devices are required to register with Dane Counties Xen/Mobile system for security reasons.

Software and Operating Systems Supported By Dane County Information Management		
Product	Release	Notes
VMware ESX	5.5	
Microsoft Windows Server	2008-R2 & 2012	
Microsoft Windows Workstation	7, 7 SP1, and 8.1	
Microsoft Active Directory	2008-R2	
Microsoft SQL server	2008 & 2012	
Microsoft Exchange	2007	Upgrade to 2013 planed for 3rd quarter 2015
Microsoft Office suite (Outlook, Word, Excel, Access , PowerPoint ...)	2010	Upgrade to 2013 planed for 1st Quarter 2016
Microsoft Lync	2010	
Microsoft SharePoint Enterprise	2012	In testing and development rollout starting in 3rd quarter 2015
Microsoft APPV	4.6 & 5.0	
Microsoft SCOM and SCCM	2012 R2	
Trend Security Office Scan	10.6	
Microsoft Internet Information Services	7 and 7.5	
Microsoft Internet Explorer	9,10,11	
Entrust Identity Guard 2 Factor Authentication	10.1	Used for 2 factor authentication
Palo Alto Firewall		
Citrix XEN Server	6.5	
Citrix XEN Apps	6.5, 1n 7.1	
Citrix XEN Desktop	5.6	
Citrix Xen Mobile	8.6	
Citrix Netscaler	10.1	We have both Virtual and Physical Appliances
Citrix GoToMeeting		Web Conferencing and Screen Sharing (Cloud Service)
VNC		Screen sharing and remote control for troubleshooting assistance
Comvault Data Protection Software	10.0	
Adobe Acrobat Professional	11	
Adobe Creative Suite	CS6 (13.0)	
Crystal Reports	2013	
FileGenius		Secure File Sharing and Transfer (cloud Service)

Zix Port Email encryption	5.0	
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