

REQUEST FOR PROPOSAL

Enterprise Resource Planning (ERP) Advisory Services

PROPOSALS MUST BE RECEIVED

NO LATER THAN 4 P.M., CDT, Monday September 23th, 2019

FOR FURTHER INFORMATION PLEASE CONTACT THE PROJECT MANAGER:

Connie Laessig, Application Analyst

CITY-COUNTY INFORMATION TECHNOLOGY COMMISSION

407 GRANT STREET

WAUSAU, WI 54403-4783

(715) 261-6700

- I. Solicitation
- II. Instructions
 - A. Responsibility
 - B. Submission of Proposals
 - C. Format Requirements
 - D. Content Screening
 - E. Evaluation of Proposals
 - F. Oral Presentations
 - G. Cost Liability
 - H. Acceptance and Rejection of Proposals
 - I. Restrictions of Proposals
 - J. Sample Products
 - K. Schedule of Events
- III. Proposal Requirements
 - A. Management Summary
 - B. Corporate Data
 - C. Contact Person
 - D. References
 - E. Contractual Conditions
 - F. Proposer Terms
 - G. Proposer Support
 - H. Costs
 - I. Legal Requirements
- IV. Current Technology Situation
 - A. Current Environment
- V. Desired Outcome and Requirements
 - A. Purpose
 - B. Sponsors and Team
 - C. Project Scope
- VI. Response Format

I. Solicitation.

The City-County Information Technology Commission (CCITC) which provides IT services to Marathon County, the City of Wausau and North Central Health Care is requesting proposals for qualified consultants to provide advisory services related to Marathon County and the City of Wausau for business process improvement and Enterprise Resource Planning (ERP) software selection.

All aspects of this Request for Proposal will be in accordance with the Marathon County Procurement Code, Sections 3.01 through 3.16 of the General Code. A copy of the procurement code is available at the Marathon County Clerk's Office, 500 Forest Street, Wausau, Wisconsin 54403. The General Code contains various policies which are applicable to this procurement. These include prohibitions against gratuities and kickbacks.

CCITC reserves the right to reject, in whole or in part, any and all proposals; to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible offeror determined to be the most advantageous to CCITC. The contract shall be awarded in accordance with the terms and conditions of Section 3.05 (2) (g) of the procurement code. This solicitation may be canceled if doing so is determined to be in the best interests of CCITC. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

All Proposals **must be received by 4:00 p.m. CDT. Monday September 23th, 2019.** Actual receipt is required by that time, deposit in the mail is not sufficient. Submittals by FAX or E-Mail are not acceptable and will be rejected.

It must be addressed to:

Connie Laessig
ERP Advisory Services
City-County Information Technology Commission
407 Grant Street
Wausau, WI 54403-4783
(715) 261-6700

Proposals shall remain firm once submitted and may not be withdrawn for a period of ninety (90) days, subject to provisions for correction of error in the proposal as contained in Section. 3.05 (1) (g) of the procurement code.

The use of brand names is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

II. Instructions

A. Responsibility

1. It is the responsibility of all proposers to carefully read the entire Request for Proposal (RFP) which contains provisions applicable to successful submission and completion of a proposal. If you discover any ambiguity, inconsistency or error in the RFP, you must notify Gerard Klein, City-County Information Technology Commission, 407 Grant Street, Wausau, WI. 54403-4783 in writing. Only interpretations or corrections of the RFP made in writing by the CCITC are binding. You shall not rely on interpretations or corrections made in any other way. All requests for interpretations or corrections must be received by the CCITC no later than ten days prior to the deadline for submitting proposals. Request for interpretations and responses will be sent to all vendors obtaining the proposal documents.

B. Submission of Proposals

1. An original and three copies of your proposal must be submitted in one sealed envelope or other container. An electronic copy of all proposal materials should be included on a CD, DVD, or USB Drive.
2. The proposal must be received by the CCITC by 4:00 p.m. CDT on Monday, September 23, 2019. Actual receipt is required by that time. Deposit in the mail is not sufficient. Submittals by FAX or E-Mail are not acceptable and will be rejected.
3. It must be addressed to:
Connie Laessig
City-County Information Technology Commission
407 Grant Street
Wausau, WI 54403-4783
The following notation must appear in the lower left-hand corner of the envelope or other container: ERP Advisory Services

C. Format Requirements

Proposals must follow the format shown in Section VI and contain:

1. Information requested in Section III of this RFP. (Responses must be labeled by section and subsection to correspond with the related area of the RFP.)
2. A complete description of the services being proposed. Provide itemized and total cost of those services.
3. The proposal shall be typewritten and submitted on 8 ½" x 11" paper and assembled in a 3 - ring binder. It may be typed on one or both sides of the paper. If oversized sheets must be used, they shall be folded to conform to the 8 ½" x 11" size requirements. Please do not submit preprinted brochures or pamphlets which exceed the 8 ½" x 11" format.

D. Content Screening

Proposals will be screened to ensure that format and content requirements have been complied with and that proposer references have been included.

E. Evaluation of Proposals

The evaluation of proposals will be based on the following (sequence does not imply

importance):

- | | |
|--------|---|
| 1. 20% | Cost |
| 2. 38% | Fit with requirements and environment |
| 3. 2% | Proposal quality and contents |
| 4. 15% | Record of performance on similar project |
| 5. 15% | Project approach and proposed schedule |
| 6. 10% | Firms economic and professional resources |

F. Oral Presentations

Based on our initial evaluation of the proposals received CCITC reserves the right to request an oral presentation and demonstration by the proposer. Proposers shall be prepared to discuss/demonstrate all aspects of their proposal in detail. More than one presentation may be required of some proposers at the request of CCITC. CCITC reserves the right to request a written statement from the proposer after any oral presentation.

G. Cost Liability

CCITC is not liable for any costs incurred in responding to this RFP or in any presentation.

H. Acceptance and Rejection of Proposals

CCITC reserve the right to accept or reject any part of the proposal from the responsible offeror determined to be in the best interests of CCITC.

I. Restrictions of Proposals

Any restrictions on the use of the information in the proposal based upon confidentiality of information, proprietary interests, trade secrets, copyrighted information, or similar basis shall be clearly stated in the proposal. All proposals become the property of CCITC. This Request for Proposal is governed by the public records laws of the State of Wisconsin. All responses become public record upon award of the contract. If confidentiality is claimed by the proposer, CCITC will notify the proposer of any request for such documents and shall defend non-disclosure of the documents as allowed by law. The proposer shall cooperate with CCITC in any such defense and agrees to indemnify and hold CCITC harmless for any costs of such defense.

J. Sample Products

Any samples or demonstrations of products available or completed in previous projects may be submitted on hard copy, CD or DVD.

1. Delivered samples may be used to evaluate requirements of the expected

product.

2. All sample products will become the property of CITC and will not be returned.

K. Schedule of Events

- | | |
|----------------------|--------------------|
| 1. RFP Released | August 23, 2019 |
| 2. Proposal Due Date | September 23, 2019 |
| 3. Evaluation Period | October 18, 2019 |
| 4. Contract Signed | November 1, 2019 |

III. Proposal Requirements

A. Management Summary

Provide a synopsis of the proposal. The synopsis shall contain a brief statement of the features of the proposal. It should include an overall cost summary and general recommendations and conclusions.

B. Corporate Data

Furnish a detailed background of your company's experience providing these services. Finalists will be required to furnish the company's most recent annual report and the last two years annual financial statements for proof of financial solvency.

C. Contact Person

Provide the name and phone number of the person to whom CCITC staff should address questions about the proposal.

D. References

1. Provide at least three (3) customer references with whom you have contracted or for whom you have performed similar services. If similar services were performed in Wisconsin, identify other projects by your firm or third-parties that have not been specifically addressed elsewhere in your proposal.
2. If your firm has been a party to arbitration, mediation, or a party defendant in litigation involving similar projects, state the identity of the customer, the nature of the proceedings, when and where the proceedings occurred, and any official file number or other identifier. Also state a summary of the issues and the results of the proceedings.

E. Contractual Conditions

- 1) Provide copies of proposed contracts and agreements. The following contractual conditions shall be included in the contract entered into by Marathon County, the City of Wausau and CCITC and the successful offeror;
- 2) Include a specific and clear section titled RFP Exceptions in the response identify each and every item in the RFP to which you are not able to meet all or part of the requirement.
- 3) The contract will state clearly that the RFP and the vendor's RFP response are all included as part of the agreement.
- 4) There shall be one contract between CCITC and proposer.
- 5) The contract shall be governed by the laws of the State of Wisconsin.
- 6) The contract shall be effective on the date it is approved and signed by CCITC.
- 7) All products generated as a result of this RFP shall become the sole property of Marathon County, the City of Wausau and CCITC.

- 8) The successful offeror shall not assign any part of its interest in this agreement without the prior written consent of CCITC. Any assignment of the contract or of a subsequent service agreement must allow for Marathon County, the City of Wausau and CCITC to terminate the agreement within 90 days of assignment with no penalties to Marathon County, the City of Wausau and CCITC.
- 9) The successful offeror shall be responsible for any and all permits required.
- 10) There will be performance penalties agreed to during contract negotiations which will penalize the vendor if milestones or scope are not met on time. If you cannot agree in principle now to these penalties this must be clearly identified in the RFP exceptions section of your response.
- 11) The successful offeror shall sign our Business Associate Agreement (BAA) which covers their responsibilities related to information sharing and protection. If conflicts occur between agreements, exhibits, amendments, or any other contractual documents, the BAA will have precedence.
- 12) The contract will specify that we will be notified of any information breach in the vendor's network within 48 hours, regardless if it is on our servers or on other customers.
- 13) If remote access is needed, the vendor will comply with our remote access methods which include, but are not limited to:
 - (1) Remote access will not be available 24x7. Remote access will only be available on request and the connection will be turned off at a set time.
 - (2) The vendor will not have super user, administrator or domain administrator privileges on our servers.
- 14) Provide in your response the following:
 - (1) Your method of performing background checks on staff at hire and routinely and your policy on what to do if any candidate or current employee has a felony or has a misdemeanor related to criminal theft or money, products or information.
 - (2) If any information of CCITC or its partners will be stored outside the US borders
 - (3) Explain what methods of remote access you use and how they are secured
 - (4) Explain how IDs and passwords for access to our servers and content are protected at rest AND while in motion.
 - (5) Provide documentation of your cyber insurance coverage dates and limits

F. Proposer Terms

1. Offeror will state the expiration date of their proposal.
2. Billing procedures and effective terms will be mutually arranged upon acceptance of the proposal of the successful offeror.

3. The Respondent is encouraged to suggest relevant milestones and partial payment amounts in its proposal. CCITC will withhold retainage from each milestone, with final payment of 30% being made upon Final Acceptance of the system by CCITC.

G. Proposer Support

1. The proposal must include a section that describes the offeror's ability to provide support in the following areas:
 1. Completion and delivery schedule including lead time between order placement, completion and delivery.
 2. Specify the remedies you can support and corrective measures that will be taken to assure contract compliance and user satisfaction for all products.

H. Costs

Respondents must provide itemized and total costs of proposed services.

1. Itemized costs should include but not be limited to:
 1. Travel and living expenses
 2. Training
2. Vendor will provide pricing based on a concurrent pricing configuration for all items listed in the Proposal Costs template below:
 1. The Proposal Costs tables at the end of the RFP should be used to itemize the costs. The vendor is encouraged to add any Items that the vendor believes are necessary for a successful deployment.

Standard Terms and Conditions

- 1.0 SPECIFICATIONS:** The specifications in any request for bids or proposal which forms the subject of this contract are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed/provided, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Marathon County shall be the sole judge of equivalency. _____ are cautioned to avoid bidding/proposing alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the _____'s letterhead, signed, and attached to the response to request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the _____s shall be held liable.
- 3.0 ACCEPTANCE-REJECTION OF BIDS OR PROPOSALS:** Marathon County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Marathon County.

Bids/proposals MUST be date and time stamped by the office of the soliciting purchasing agent on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing agent's office
- 4.0 METHOD OF AWARD:** Award of bids shall be made to the lowest responsible, responsive bidder unless otherwise specified. Award of proposals shall be subject to criteria set for in the request for proposal.
- 5.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without specific prior written approval by the Marathon County.

6.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

7.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

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

8.0 ORDERING: Purchase orders shall be placed directly to _____ by authorized departments or purchasing agents who have issued the request for bids or proposal. No other purchase orders are authorized.

9.0 PAYMENT TERMS AND INVOICING: Marathon County normally will pay properly submitted _____ invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

9.1 Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

9.2 A good faith dispute creates an exception to prompt payment.

10.0 TAXES: Marathon County, the City of Wausau, CCITC 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.

Marathon County, including all its departments, 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. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. Marathon County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

11.0 CONTRACT INTEGRATION: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of a request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply

The documents constituting the contract between the Marathon County, the City of Wausau, CCITC and _____ are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders (with the most recent taking precedence); Contract Document Amendments; the Contract Document as described in this signed Agreement; Request for Proposal Addenda; Request for Proposal; and Firm's Proposal. Any terms of any other documents concerning this agreement are superseded by the terms set forth herein.

12.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. _____ 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. Marathon County, City of Wausau and CCITC reserves the right to cancel this contract if _____ fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

13.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to Marathon County, the City of Wausau and CCTIC must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

13.1 _____ shall execute and maintain its work so as to avoid injury or damage to any persons or property. _____ shall comply with the requirements and specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its work, _____ shall, at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin

Labor Code and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, including the obligation to conduct safety inspections to verify said compliance by its employees, agents, and/or subcontractors.

13.2 _____ is specifically notified that it is subject to federal requirements listed under Title 29, Chapter 15 of the United States Code (Occupational Health and Safety Act) by virtue of its contract with Marathon County, a public entity. _____ shall provide a similar notice to all its subcontractors.

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

14.0 INSURANCE REQUIREMENTS: _____ shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved Marathon County, nor shall _____ allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

14.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. In case any work is sublet, _____ shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by _____.

14.2 General Liability, Professional Liability and Property Damage Insurance. _____ shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary) and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by _____, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and Property Damage.
- Professional Liability Coverage, \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- Automobile Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage.
- Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage.
- If aircraft are used in conjunction with this project, \$2,000,000 per occurrence and in aggregate for bodily injury and property damage.

14.3 Marathon County, City of Wausau and CCITC reserves the right to require higher or lower limits where warranted.

14.4 Marathon County, City of Wausau and CCITC reserves the right to require additional security, including, but not limited to, bid bonds or performance bonds as specifically set forth in its request for bids or proposals.

14.5 PROOF OF INSURANCE: _____ shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that _____ meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the Marathon County Risk Manager for approval prior to the execution of this contract. Upon renewal of the required insurance, and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name Marathon County as an additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.

15.0 CANCELLATION / TERMINATION: Marathon County, the City of Wausau and CCITC reserves the right to:

15.1 NONAPPROPRIATION OF FUNDS. Cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

15.2 Terminate this contract, for the County's convenience, at any time by a notice in writing from the County to _____ by certified mail. If the Contract is terminated by the County as provided herein, _____ shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of _____ covered by this Contract, unless payments of compensation have previously been made.

16.0 CONTRACT MODIFICATIONS: The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent Marathon County from exercising its reserved right to establish reasonable time schedules for any of the work or services to be performed by or deliveries to be received from _____ hereunder. Furthermore, this amendatory provision shall not operate to prevent the County from canceling any of the services not yet performed or any deliveries no yet made at the time notice is given to _____ of the cancellation of such services or portion of the work to be performed hereunder.

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

18.0 PATENT INFRINGEMENT: The _____ selling articles to Marathon County as described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against Marathon County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent 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.

19.0 PUBLIC RECORDS ACCESS: Marathon County is a political subdivision of the State of Wisconsin and as such is subject to the Wisconsin Public Records Law. It is the policy of Marathon 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. Evaluations of responses to requests for proposals are subject to further discussion, clarification and negotiation. Records of bids and responses to requests for proposal will not be available for public inspection prior to issuance of the award of the contract.

20.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a response to request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is _____'s responsibility to defend the determination in the event of an appeal or litigation.

20.1 Data contained in a bid/proposal, 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 become the property of Marathon County.

20.2 Any material submitted by _____ in response to Marathon County's request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin Public Records Law, must be identified and include citation to the specific provisions of law that preclude disclosure and any factual or background information necessary to establish that the identified provisions of the law apply to that particular information. Bid/proposal prices cannot, under any circumstances, be held confidential.

20.3 In the event Marathon County becomes involved in litigation due to _____'s refusal of permission to release information identified as confidential or proprietary, _____ agrees to indemnify, defend and hold harmless Marathon County for any costs associated with said litigation.

21.0 CONFIDENTIALITY OF MARATHON COUNTY'S DATA: In the event work conducted under this contract requires _____ to have access to Marathon County's database via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services, _____ agrees to keep all such data confidential and to execute any reasonable agreement to assure Marathon County that _____ will comply with all state and federal confidentiality laws and/or regulations. These restrictions herein shall survive the termination of this contract,

regardless of the reason for termination, and shall continue in full force and effect and shall be binding upon _____ or its agents, employees, successors, assigns or subcontractors. _____ shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by _____, its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.

22.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of Marathon County, any of its departments, agencies or other subunits, or any county official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of Marathon County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of Marathon County's purchasing agent.

23.0 MUTUAL HOLD HARMLESS/INDEMNIFICATION

_____ hereby agrees to release, indemnify, defend, and hold harmless Marathon County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of _____'s officers, officials, employees, agents or assigns.

Marathon County hereby agrees to release, indemnify, defend, and hold harmless _____, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Marathon County's officers, officials, employees, agents or assigns.

Marathon County does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

24.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

25.0 GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

26.0 DISPUTE RESOLUTION: This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of laws provisions. _____ consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Marathon County, Wisconsin.

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

27.0 INDEPENDENT CONTRACTOR STATUS: The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of Marathon County. The Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of Marathon County are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by Marathon County on behalf of the Contractor. Neither Marathon County nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Contractor agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venturer with, or partner of, Marathon County.

28.0 NON-DEBARMENT CLAUSE: _____ hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. _____ further agrees and certifies that this clause shall be included in any subcontract of this contract. . Marathon County also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.

29.0 STATEMENT OF COMPLIANCE: _____ has carefully reviewed Marathon County's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements.

30.0 WAIVER/SEVERABILITY: No waiver of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this contract. If any provision of this contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this contract entirely.

3. Response to Open Record requests during the RFP process - Sec. 3.05(2)(d), of the Marathon County Procurement Code, provides that: "No proposal shall be handled so as to permit disclosure of the contents of any proposal to any competing offerors during the process of negotiation." Upon completion of contract negotiations, the contents of proposals, ranking tabulations of proposals and the register of proposals, kept by the county's purchasing agent, shall be made available for inspection upon request. In accordance with sec. 3.05(2)(f), Procurement Code, Marathon County reserves the right to commence negotiations with one or more offerors whose proposals it deems to be most advantageous to the county. Only the identity of those offerors shall be subject to disclosure to competing offerors prior to completion of negotiations. However, Marathon County reserves the right to negotiate with any offeror at any time within the time specified for the validity of offers or proposals.

IV. Current Technology Situation

a. Current Environment

i. The City and County's current ERP software is Cayenta originally implemented in 1999. Below is a list of the functional components of the current software platform.

1. Accounting

- a. General Ledger
- b. Budget
- c. Accounts Receivable
- d. Purchasing Management
- e. Cash Receipts
- f. Accounts Payable
- g. Job Costing
- h. Payroll
- i. Human Resources
- j. Billing

ii. Other supporting applications:

- 1. Sage Fixed Assets (asset management)
- 2. Intellitime (timekeeping)
- 3. Active Network (point of sale)
- 4. Payment Card processing
- 5. CUSI (utility billing)
- 6. Municipal Court
- 7. Neogov
- 8. Taleo
- 9. Transcendent Technologies

V. Desired Outcome and Requirements

- a. Primary purpose is to provide the City of Wausau and Marathon County advisory services related to ERP replacement project.
- b. Sponsors and Team
 - i. Project Sponsors
 1. MaryAnne Groat, City of Wausau Finance Director
 2. Kristi Palmer, Marathon County Finance Director
 - ii. Project Team
 1. City of Wausau Department Subject Matter Experts
 2. Marathon County Department Subject Matter Experts
 3. CCITC Director and CCITC Systems Consultant
- c. Project Scope
 - i. Document current business process work flow.
 1. Mentor team members to complete current business process work flows for possible options:
 - a. Vendor completes key current process flows and then mentors team members to complete remainder of current process flows.
 - b. Team members complete all current process flows.
 - ii. Develop and document future state business process work flow.
 1. Guidance of future state business process work flow using Government Accounting Standards and Wisconsin laws and practices.
 2. Deliver ERP Requirements document with functional and data requirements for future state process flows.
 - iii. Prepare a Request for Proposals (RFP) to be issued by the City of Wausau and Marathon County for new ERP software and implementation services.
 1. RFP prepared in compliance with the City of Wausau and Marathon County purchasing procurement policies.
 - iv. Guidance through the ERP software selection process and recommendation of vendor proposals for new ERP system.
 - v. Review vendor contract and statement of work.
 - vi. Project Management

The proposal should include what your experience has shown to be a realistic delivery schedule. The schedule should not be dated, but should break out the schedule in terms of weeks following contract signing. The schedule should show periods of performance and milestones for deliverables. Tasks to be performed by you as well as by CCITC should be specifically stated and included in the schedule.

VI. Response Format

a. All proposals should follow this format:

- i. Management Summary
- ii. Corporate Data
- iii. Contact Person
- iv. References
- v. Contractual Conditions
- vi. Insurance Requirements
- vii. Proof of Insurance
- viii. Proposer Terms
- ix. Proposer Support
- x. Costs
 1. Break out pricing for V, c, i. at each level:
 2. List cost options for V, c, i, 1 if:
 - a. All current and future process flows are completed by vendor.
 - b. Vendor mentors team members to complete all current process flows and vendor completes future process flows.
 - c. Vendor completes key current process flows and then mentors team members to complete remainder of current process flows and vendor completes future process flows.