

**Amended  
8/9/13**



**City-County IT Commission**

---

**City of Wausau Assessment Department**

**RESPONSE DUE:  
August 30, 2013**

# **Request for Proposal**

**of Computer Assisted Mass Appraisal (CAMA) Software**

# Table of Contents

- A. Purpose of Request ..... 2
- B. Time Schedule ..... 2
- C. Proposal Provisions / Instructions to Firms ..... 3
- D. Entity Overview ..... 6
- E. Budgetary and Technology Information ..... 7
- F. Scope of Project ..... 8
- G. Contract Terms and Conditions ..... 10
- H. Technical Proposal Requirements and Format ..... 16
- I. Evaluation of Proposals ..... 20
- J. Contract ..... 22

- Exhibit A – Software Vendor Executive Summary Response Chart
- Exhibit B – Vendor Exceptions to the RFP
- Exhibit C – Functional Requirements Response
- Exhibit D – Vendor References
- Exhibit E – Implementation Staff Summary

---

**PROJECT COORDINATOR:**

Julie Henrichs  
City County IT Commission  
407 Grant Street  
Wausau, WI 54403  
Office: 715-261-6704  
E-mail: [Julie.Henrichs@co.marathon.wi.us](mailto:Julie.Henrichs@co.marathon.wi.us)

## A. Purpose of Request

The City-County IT Commission (CCITC), who provides IT services to Marathon County, the City of Wausau and North Central Health Care is requesting proposals in cooperation with the City of Wausau Assessment Department for the purpose of obtaining a Computer Assisted Mass Appraisal (CAMA) software system and related implementation services to replace the City of Wausau's current CAMA software system. 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 on the county's website at: [www.co.marathon.wi.us](http://www.co.marathon.wi.us) or 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 Firm determined to be the most advantageous to CCITC and the City of Wausau. 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 or the City of Wausau. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

## B. Time Schedule

The CCITC intends to procure the CAMA software in accordance with the following schedule. Dates shown after the due date for Vendor (Firm) proposal responses are only estimates. The CCITC reserves the right to modify or change any part of this schedule, as necessary. The CCITC will also entertain any recommendations regarding its planned schedule for implementing the new system.

Release RFP to vendors on State of Wi Vendornet <a href="http://vendornet.state.wi.us/vendornet/default.asp">http://vendornet.state.wi.us/vendornet/default.asp</a>	Thursday, August 1, 2013
Vendor questions (if any) due to the CCITC	Thursday, August 15, 2013
Proposal responses due	Friday, August 30, 2013 @ 1 PM
Labor Day	September 2, 2013
Reference checks, vendor visits and product presentations	September 3 – 27, 2013
Finalist(s) selected	Monday, September 30, 2013
Negotiate contract for software and services	October 2013
Contract awarded	October 2013
Project commencement	November 2013
System go-live (for 2015 Revaluation of Wausau and Schofield)	June 2014 upon BOR conclusion

## C. Proposal Provisions / Instructions to Firms

1. All responses must be addressed to, and mailed or delivered to:

Julie Henrichs  
City County IT Commission  
407 Grant Street  
Wausau, Wisconsin 54403-4783

2. Clarifications - If additional information is needed to interpret the specifications/ requirements, written questions should be directed to our project coordinator: Julie Henrichs at the above address or via e-mail Julie.Henrichs@co.marathon.wi.us. All questions must be in writing and received by the close of business (4:30 P.M. CDT) on Thursday, August 15, 2013.
3. Responsibility – It is the responsibility of all Firms to carefully read the entire Request for Proposal (RFP) which contains provisions applicable to successful submission and completion of a proposal. All questions, prior to contract award, must be in writing and directed as detailed above. From the issue date of this request for proposal until contract award is made, respondents are not permitted to communicate with any employee about the subject or contents of this request for proposal except as outlined above. Violation of this provision may result in rejection of the respondent’s submission. No information provided verbally or by any other personnel will be considered binding. All respondents shall use this written document and its attachments as the sole basis for proposal at this time.
4. All proposals must be typewritten and shall be delivered in a sealed envelope or other USPS approved container and clearly marked in the lower left corner: “CAMA Software and Services”. **All proposals must be received by 1:00 P.M. (CDT) on Friday, August 30, 2013. Proposals received after that date and time will be rejected.** 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. Proposals will not be opened publicly.
5. Submit one (1) original proposal, three (3) hard copies, **and** one (1) electronic copy (CD, DVD or USB) in MS Word (PDF format may be used for your proposal, brochures, and other collateral material, but not for the CCITC’s required Word forms for response to requirements and pricing). The proposal shall be typewritten and submitted on 8 ½” x 11” papers 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. Proposals shall be signed and dated by an official authorized to bind the Firm in legal matters.
6. This request for proposal does not commit the CCITC to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or software. The CCITC reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this request for proposal, if it is in the

best interests of the CCITC to do so. The CCITC may require respondents to participate in negotiations or to submit such price, technical or other revisions in their proposals as may result from negotiations.

7. The CCITC further reserves the right for itself and any of its agents or contractors, to request clarification on any proposal or to ask respondents to supply any additional material deemed necessary to assist in the evaluation of the proposal. Such clarification can be in any form including but not limited to conference calls, email communications, Web demos, additional onsite demos or vendor headquarters visits. Finally the CCITC reserves the right to share the RFP, proposals and any subsequent vendor provided information with any consultant of CCITC's choosing in order to secure an expert opinion; and to make copies of proposals for evaluation purposes or as required for legal or regulatory compliance.
8. Amendments:
  - a) **By CCITC:** This request for proposals may be amended by the CCITC in response to the need for further clarification, specifications and/or requirements, changes, new due date, etc. Amendments will be posted on the State of Wisconsin Vendornet website, <http://vendornet.state.wi.us/vendornet/default.asp>.
  - b) **By Firm:** After receipt by the CCITC, proposals may only be amended by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the proposal response due date unless requested by the CCITC.
9. Withdrawal of Proposal - Any proposal may be withdrawn up until the date and time set above for the response due date of the proposals. 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.
10. Public Information – All submitted proposals become the property of the CCITC and information included therein or attached thereto shall become public record after recommendation for endorsement of contract is made. In order to protect the integrity of the contracting process, proposals will not be disclosed until after award and signing of any and all contracts that may result from this Request for Proposal. All materials provided to the CCITC by the respective Firm are subject to State of Wisconsin public disclosure laws. Any information contained in the proposal that a Firm desires to claim as proprietary and exempt from disclosure must be clearly designated, including identifying the page and particular exception(s) from disclosure. The CCITC will try to respect all material identified by Firms as being confidential, but requests that Firms be highly selective of what they mark as Confidential. The CCITC will make a disclosure decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary. Marking the entire proposal as proprietary or confidential, and, therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the CCITC. Documents

identified as Confidential will not be treated as such if public disclosure laws take precedence, if the information is publicly available, is already in the CCITC's possession, is obtained from third parties without restrictions on disclosure, is independently developed by the CCITC without reference to Confidential Information, or is required to be disclosed by order of a court or other governmental entity.

11. Contents of Proposal - All attachments, additional pages, addenda or explanations supplied by the respondent with this proposal shall be considered as part of the proposal response.
12. Use of Brand Names - 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.

## D. Entity Overview

The City of Wausau is located in Marathon County. Incorporated in 1872, the City of Wausau covers over 18 square miles and has a population of 39,106 (per 2010 US Census). The City operates under the Mayor-Council form of government. The 11 alderpersons represent 11 districts, serving 2-year terms, with all alderpersons elected every two years. The Mayor is elected to serve a four-year term and serves as the City's chief executive and administrative officer.

Wausau provides a full range of services typical of municipal governments, including police, fire and emergency medical protection; public works activities such as highway and street maintenance, refuse and recycling collection, water utility and wastewater treatment services; parks and recreation activities; community development activities including planning and zoning enforcement, economic development, and construction inspection; and general and financial administration (finance, legal, property assessment, information technology, and human resources).

As of the most recent debt issue in June, 2013, the City continues to maintain an Aa2 rating from Moody's Investor's Service, Inc. The City government includes 15 departments, and employs 330 full time equivalent (excluding temporary) employees. The City's fiscal year ends on December 31.

### Assessment Department

The City of Wausau – Assessment Department is directed by Nanette S. Giese – City Assessor. The department currently includes one Commercial/Residential Appraiser, two Property Appraisers, one Property Appraiser Technician, one Office Technician and two part-time property appraisers.

For the 2013 Assessment Year, in the City of Wausau there were 17,085 total parcels: 13,339 Residential Properties (12,503 Improved), 1,289 Commercial Properties (1,141 Improved), 41 Agricultural Properties, 3 Agricultural Forest Properties, 8 Productive Forest, 4 Other Properties (2 Improved), 3 Managed Forest Property, 1 Undeveloped Property, 571 Exempt Properties, 84 Manufacturing Properties, 57 Manufacturing Personal Property Accounts, 1,506 Commercial Personal Property Accounts and 182 mobile home lots.

The City of Wausau also provides contract assessment services for the City of Schofield as of 2013 and is contracted to provide a municipal revaluation by 2015. For the 2013 Assessment Year the City of Schofield has 1026 total parcels: 799 Residential Properties (731 Improved), 205 Commercial Properties (161 Improved), 65 Exempt Properties, 26 Manufacturing Properties, 13 Manufacturing Personal Property Accounts, 235 Commercial Personal Property Accounts and 69 mobile home lots.

## E. Budgetary and Technology Information

The City's 2013 adopted budget of approximately \$77.6 million includes approximately \$9.5 million for capital improvements. The remaining \$68.1 million funds the municipal services listed in the preceding paragraph. The City prepares a comprehensive budget document, including both operating and capital budgets, which is adopted by the Common Council in November for the subsequent fiscal year. The budget document is available for review on the City's website ([www.ci.wausau.wi.us](http://www.ci.wausau.wi.us)). The City's accounting structure uses funds and departments typical of other Wisconsin governments.

The City utilizes the following technology resources provided by the City-County Information Technology Commission (CCITCC):

Overview of Current CCITCC Network - For reference purposes only.

- 1) Network Environment - The CCITCC currently supports the following:
  - a) Switched 10/100/1000 Mb Ethernet to the desktop.
  - b) Power Over Ethernet
  - c) A (3) node 10 Gigabit Ethernet backbone over fiber optic cable
  - d) High traffic hosts are Gigabit attached
  - e) TCP/IP protocol is currently supported
  - f) WAN services to several NCHC sites; DSL, private and leased point-to-point wireless, and leased fiber service
  - g) LAN to LAN VPN
- 2) Desktops Standard - CCITCC currently purchases HP desktops and Laptops with Windows 7.
- 3) Mobile Devices – CCITCC supports iPads, iPhones and Android Smartphones. (We are currently evaluating Surface devices.)
- 4) Servers Standards - If we need to install a local application, then our preferred new installation is Windows 2008 R2 on VM Ware and Cisco B-Series. We also are interested in looking at Hosted solutions.
- 5) Directory Services - CCITCC uses Active Directory and prefers that all new applications authenticate to the Active Directory.
- 6) Application Software
  - a) The CCITCC currently supports the following major third-party application software products:
    - i) SunGard Public Sector Appraisal Plus running on the iSeries.
    - ii) Cayenta Financials
    - iii) ESRI ArcGIS
    - iv) Deketo Tract Index and Posse running on the iSeries and network servers.
    - v) Laserfiche Document Management Software (Includes pictures of all Wausau properties)
    - vi) Affinity Integration Tools for Laserfiche
    - vii) ApexSoftware Apex Sketch – Assessor
    - viii) Marshall & Swift Commercial Estimator
  - b) The CCITCC currently supports the following major internally developed software products running on the iSeries:
    - i) Land Records which includes the following integrated applications:
      - (1) Taxes and Assessments,
      - (2) Inspections permitting and violation reporting,
      - (3) Zoning,
      - (4) Land Conservation.

## F. Scope of Project

The purpose of this software selection project is for the procurement of a Computer Assisted Mass Appraisal (CAMA) solution containing the following functionality:

- 1) Property Management Functions
  - a) Name and Address Information
  - b) Billing Data
  - c) Legal Descriptions
  - d) General Data
  - e) Assessed Value Data
  - f) Building Sketch capabilities
  - g) Shared Data (for use by other departments)
  - h) User Defined Data
  - i) Change History
- 2) Sales Analysis
  - a) Ownership History
  - b) Sales Ratio Studies
  - c) Various Sale Reports
- 3) Valuation System
  - a) Land
    - i) Property Site Data
    - ii) Inspection History
    - iii) General Data
    - iv) Acreage & Square Footage
    - v) Front Foot
    - vi) Dimensions (more than 4)
    - vii) Gross or Site
    - viii) Unit
    - ix) Use Value
    - x) Multi Zoning/Land Type
    - xi) Adjustments (Influence Factors)
    - xii) Land Valuation Summary
  - b) Residential
    - i) Permits and Percent Complete
    - ii) Inspection History
    - iii) General Data
    - iv) Cost Approach
      - (1) Dwelling Information
      - (2) Living Area
      - (3) Quality and Condition
      - (4) Attachments
      - (5) Detached Improvements
      - (6) Features
    - v) Market Approach (Comparable Sales)
    - vi) Adjustments (Influence Factors)
  - c) Commercial
    - i) Permits and Percent Complete
    - ii) Inspection History
    - iii) General Data
    - iv) Cost Approach
  - (1) Structure Information
  - (2) Building / Section Area SF
  - (3) Quality and Condition
  - (4) Attachments
  - (5) Detached Improvements
  - (6) Features
  - (7) Yard Improvements
  - v) Market Approach (Comparable Sales)
  - vi) Income Approach
    - (1) Direct Capitalization
    - (2) GRM
    - (3) Stabilized Income
  - vii) Adjustments (Influence Factors)
  - d) Exempt
    - i) Permits and Percent Complete
    - ii) Inspection History
    - iii) General Data
    - iv) Exemption Classification
    - v) Cost Approach
      - (1) Structure Information
      - (2) Building / Section Area SF
      - (3) Quality and Condition
      - (4) Attachments
      - (5) Detached Improvements
      - (6) Features
      - (7) Yard Improvements
  - e) Manufacturing / Industrial
    - i) Permits and Percent Complete
    - ii) Inspection History
    - iii) General Data
    - iv) Cost Approach
      - (1) Structure Information
      - (2) Building / Section Area SF
      - (3) Quality and Condition
      - (4) Attachments
      - (5) Detached Improvements
      - (6) Features
      - (7) Yard Improvements
  - f) Personal Property
    - i) Permits and Percent Complete
    - ii) Tenant Improvements
    - iii) Inspection History
    - iv) Schedules A, B, C, D, D1, D2, E, F, G, H
    - v) Doomages & Overrides
    - vi) Adjustments
    - vii) Lease Provisions
    - viii) Rent Info supplied on PP Form

- ix) View All Accounts on a Specific Tax Key Number
- x) Form follows state form
- xi) Print forms with last year's values
- g) Recalculation of Values
  - i) Land
  - ii) Residential
  - iii) Commercial
  - iv) Exempt
  - v) Manufacturing
  - vi) Personal Property
- 4) Images
  - a) Documents
  - b) Photos
  - c) Scanned Images
  - d) GIS Interface
  - e) Oblique Image Interface
- 5) Inquiry Functions
- 6) System Defined Reports
- a) Acreage Discrepancy Report
- b) Assessment Change Notices
- c) Assessment Roll
- d) Change Report
- e) Critical Change Report
- f) Database Audit Report
- g) Final Personal Property Report
- h) Final Real Estate Report
- i) Nightly - User Changes Report
- j) Property Record Card
  - i) Residential
  - ii) Commercial
  - iii) Exempt
  - iv) Manufacturing
  - v) Personal Property
- k) State Reports
- l) TID Final Report
- m) Up/Down Report
- 7) User Defined Reports and Queries
- 8) System Setup and Administration

The CCITC desires an integrated CAMA system. It is important to have a system that is easy to use, maintain, and integrate with other disparate applications. Ad hoc reporting and simple querying is also required.

## G. Contract Terms and Conditions

The following contractual conditions shall be included in the contract entered into by the CCITC and the successful Firm:

### Insurance Requirements

The successful Firm shall not commence work under this contract until all insurance required under this section is obtained, and such insurance has been approved by the Marathon County Risk Manager, nor shall Firm allow any subcontractor to commence work on their subcontract until all insurance requirements have been obtained and approved.

**Workers Compensation Insurance** - Firm shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation Insurance for all of its employees employed at the site or while working on this project. In case any work is sublet Firm shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by protection afforded by Firm.

**General Liability, Professional Liability and Property Damage Insurance** - Firm shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her 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 Firm, 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 in aggregate for bodily injury and property damage.
- Professional Liability Coverage, \$ 1,000,000 per occurrence and in aggregate.
- Automobile Liability, \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
- Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverages.
- If aircraft are used in conjunction with this project, \$ 2,000,000 per occurrence and in aggregate for bodily injury and property damage.

### **Proof of Insurance**

1. The Firm shall furnish the Marathon County Risk Manager with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Firm meets the insurance requirements identified above.
2. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon (30) days prior written notice to the Marathon County Risk Manager and specify the name of the contract or project covered.
3. The Certificate of Insurance shall be delivered to the owner, 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.
4. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

### Applicable Law

Except as otherwise specifically provided herein, this contract shall be governed by and construed according to the laws of the State of Wisconsin. The Firm shall comply with all local, state and federal laws and regulations applicable to this Contract and applicable to the goods and services provided under this Contract.

### Termination of Contract

The CCITC may, for its convenience, terminate this contract at any time by a notice in writing from the CCITC to the Firm by certified mail. If the contract is terminated by the CCITC as provided herein, the Firm 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 the Firm covered by this contract, unless payments of compensation have previously been made.

### Change Orders

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 the CCITC from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed by the Firm hereunder, nor to cancel any of the services not performed at the time notice is given to the Firm of the cancellation of such services or portion of the work to be performed hereunder.

### Gratuities and Kickbacks

It shall be unethical for any person to offer, give, or agree to give 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 contract, subcontract, or 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.

### Non-appropriation of Funds

Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable the CCITC to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to Firm.

### Hold Harmless

Firm hereby agrees to release, indemnify, defend, and hold harmless CCITC, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions/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, resulting from or arising out of the performance of contractor, its officers, officials, employees, agents, or assigns. CCITC does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

#### Americans with Disabilities Act Compliance

In connection with performance of work under this contract, Firm agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The Firm is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with the CCITC, a public entity. The Firm is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with the CCITC, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. The Firm shall provide a similar notice to its subcontractors.

#### Dispute Resolution

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute 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 the Circuit Court of Marathon County. 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.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

#### Non-Debarment Clause

Firm 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. Firm further agrees and certifies that this clause shall be included in any subcontract of this contract.

#### Statement of Compliance

Vendor has carefully reviewed the CCITC'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, ADA compliance, insurance

requirements/proof of insurance, dispute resolutions, non-debarment, and is in full compliance with all statements and requirements. This contract language is incorporated herein by specific reference as if set forth in full. Any statements set forth in this contract document that conflict with the CCITC's contract language are superseded by the CCITC's required contract language.

#### Assignment or Subcontract

This contract may not be assigned or subcontracted by the Firm without the written consent of the CCITC.

#### Independent Contractor Status

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

#### Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

#### Force Majeure

The term "Force Majeure" shall include, with limitation by the following enumeration: acts of God or Nature; acts of civil or military authority; terrorism; fire; accidents; pandemic outbreaks; power shortage; telecommunication or data communications; shutdowns for purpose of emergency repairs; strikes and any other industrial, civil or public disturbances that are not reasonably within the control of a party, causing the inability to perform the requirements of this Contract. If any Party is rendered unable, wholly or in part, by a Force Majeure, to perform or comply with any obligation or condition of this Contract then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance, compliance and restoration of normal operations. If only the Firm is impacted by Force Majeure and more than 60 days has elapsed then the CCITC shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

## Warranty

A warranty is sought for both the software and implementation services.

### **Software**

1. The selected Firm will warrant that the proposed software will conform in all respects to the requirements and specifications as stated in the RFP, except for minor or inconsequential errors. Specifically, the detailed requirements as stated in this RFP will become part of the selected Firm's contract and will be warranted as such. Any repairs or "bug fixes" required during this period will be made at no expense to CCITC.
2. The selected Firm must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional requirements as included in this RFP.
3. State that the warranty, at a minimum, should be valid for the duration of the implementation and for a minimum of one year after final acceptance of all modules/suites/applications included in the implementation. The CCITC will look more favorably at Firms with warranty periods longer than the minimum specified herein.
4. In Section 4 of the required proposal format outlined below (Contract Terms and Conditions), describe the software warranty for the software quoted. Identify all coverage points. Please specify when the warranty period begins and ends.

### **Implementation and Professional Services**

1. The CCITC expects a warranty for implementation and professional services (e.g. work products, developed modifications, and system configuration) for a minimum of 12 months after the final acceptance (configuration phase) date of the respective modules, except for minor or inconsequential items. It is assumed that Firms have priced their services to include these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.
2. In Section 4 of the required proposal format outlined below (Contract Terms and Conditions), state the implementation services warranty for the software quoted. Identify all coverage points. Please specify when the warranty period begins and ends.
3. In Section 4 of the required proposal format outlined below (Contract Terms and Conditions), specify what costs for repairs the CCITC may be responsible for while the system is under warranty, e.g., labor, travel expenses, parts, etc.

### Payment

The CCITC has a requirement to have some retainage and means for software and vendor performance assurance, and as such, proposes the following payment schedule:

- 25% upon signing of contract
- 20% upon successful installation and acceptance of initial software functionality
- 20% upon customization completed, tested and successful, data conversion completed, tested and successful, Training completed successfully. System ready for Go-Live
- 35% upon final acceptance (CCITC will create a “punch list” 60 days after “go-live” of non-conformance issues to be corrected. Final acceptance takes place upon CCITC acceptance that the “punch list” items have been corrected. The CCITC agrees to be reasonable in its list.

### Renewal Costs

Regardless of whether or not we purchase a product that is installed on our network or purchase a hosted solution that runs at a vendor’s website, we expect to control annual renewal increases. Our contract with the successful bidder will include a stipulation that the annual support or lease costs cannot increase at all in the first 3 years and thereafter, cannot increase more than the previous year’s consumer price index + 1%. If you cannot accept this stipulation, please clearly state what your proposed cap would be for the automatic renewal process when you respond to the RFP.

### Acceptance of Terms and Conditions

Submission of a proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this Request for Proposal. The selected Firm(s) will be required to enter into a formal contract with the CCITC (see Section J – Contract below).

## H. Technical Proposal Requirements and Format

In order for the CCITC to adequately compare proposals and evaluate them uniformly and objectively, all proposals **must** be submitted according to the following format. Each proposal should be bound, include a table of contents and be separated by section and tabbed with the proposal heading.

Your proposal should provide a straightforward, concise description of the proposed software and services and your ability to deliver the same. Emphasis should be on completeness and clarity. Unnecessarily elaborate brochures, artwork or other presentations beyond that sufficient to present a complete and effective proposal **is not desired**.

SECTION	TITLE	CONTENTS
Section 1	Cover Letter	<p>The transmittal letter should be:</p> <ul style="list-style-type: none"> <li>▪ On your letterhead</li> <li>▪ Signed by an official in your organization authorized to bind his or her firm to all statements, including services and prices, contained in the proposal.</li> <li>▪ State the length of time the proposal terms remain firm, which must be for a minimum of 120 days from the proposal due date.</li> </ul> <p><i>Please note that an unsigned cover letter will cause rejection of the proposal.</i></p>
Section 2	Executive Summary	<ul style="list-style-type: none"> <li>▪ Complete the Software Vendor Executive Summary Response Chart from Exhibit A - Required Vendor Information of this RFP.</li> </ul> <p><i>Please note that in the space provided in the Executive Summary Response Chart, Firms must identify the primary engagement contact for the software vendor—including a valid e-mail address. We have the option to require a Firm to provide additional information and/or clarify requested information.</i></p>
Section 3	Audited Financial Statements & Annual Reports	<ul style="list-style-type: none"> <li>▪ Copy of the Firm’s most recent audited financial statements (electronic format acceptable)</li> <li>▪ Copy of the Firm’s most recent annual report (if public company).</li> </ul>
Section 4	Contract Terms and Conditions	<ul style="list-style-type: none"> <li>▪ Description of your method for supporting the CCITC’s required contract terms and conditions.</li> <li>▪ Describe the software warranty for your software.</li> <li>▪ State the implementation services warranty for the quoted software. Identify all coverage points. Please specify when the warranty period begins and ends.</li> <li>▪ Specify all costs that we may be responsible for while the system is under warranty, e.g., labor, travel expenses, parts, etc.</li> </ul> <p><i>Please limit this section to no more than four (4) pages.</i></p>

Section 5	RFP Exceptions	<p>Complete the Exceptions Form (see Exhibit B) and include it in this section. Identify <b>ALL</b> Exceptions to this RFP, including contract terms and conditions, and proposed payment schedule. If you provide a sample of your contract you are still required to identify in this section all exceptions you have to the CCITC's contract terms and conditions.</p> <p><i>We will not recognize any exceptions to this RFP unless they are <b>clearly identified IN THIS SECTION</b> of the RFP Response.</i></p>
Section 6	Scope of Services	<p>Include a general discussion of the Firm's understanding of:</p> <ul style="list-style-type: none"> <li>▪ "Overall" project</li> <li>▪ Scope of work proposed</li> <li>▪ Proposed version of your product, when it was released for general availability and how many customers (not users or locations) are installed on the proposed product and version proposed.</li> <li>▪ Summary of the features of your proposed software product</li> <li>▪ Summary of any other modules or services that you offer that you feel that we should be aware of</li> </ul> <p><i>Please limit this section to no more than two (2) pages.</i></p>
Section 7	Functional Requirements	<p>Please include the following in this section of your proposal:</p> <ol style="list-style-type: none"> <li>1. A brief summary of the functionality that your software has for the following: <ul style="list-style-type: none"> <li>• Property Management Functions</li> <li>• Sales Analysis</li> <li>• Valuation System <ul style="list-style-type: none"> <li>○ Land</li> <li>○ Residential</li> <li>○ Commercial</li> <li>○ Exempt</li> <li>○ Manufacturing / Industrial</li> <li>○ Personal Property</li> </ul> </li> <li>• Images &amp; Sketching Capabilities</li> <li>• Inquiry Functions</li> <li>• System Defined Reports</li> </ul> </li> <li>2. Completed Requirements Document from Exhibit C – Functional Requirements Response.</li> </ol> <p><i>Provide a response for each requirement. Leaving a requirement blank may deem a Firm unresponsive.</i></p>
Section 8	Architecture	<p>Describe the system architecture, what software development tools are you using? List version numbers. What reporting tools are supported – SQL SRSS and or Crystal? Are there standard published APIs for interfaces? If we wish to enhance the product, what knowledge and software development tools will we need in house?</p>

Section 9.A	Technical Requirements (Locally Installed Software)	<p>NOTE: We wish to evaluate both locally installed and hosted solutions (that run on the vendor’s network). If you support both options, please present separate pricing on both options. Fill out the applicable sections 9.A and 9.B or just the section applicable to the solution that you propose.</p> <p>Include technical information regarding your proposed software:</p> <ul style="list-style-type: none"> <li>▪ Desktop requirements</li> <li>▪ Mobile options that you support: Apple iPad app, Android App, Surface, other tablets that have been tested.</li> <li>▪ Thin client solutions that are confirmed as supported: Citrix, VMWare View, etc.</li> <li>▪ Server side environment (database, hardware, server operating system, network requirements, etc., Virtual technology supported?)</li> <li>▪ Interfaces already built to other software. Included or not?</li> <li>▪ Data conversion capabilities and requirements</li> <li>▪ Recurring Service (recommended backups, routine database administration, performance tuning, other system maintenance, etc.</li> <li>▪ Number of versions that we can install with the proposal – in other words – can we have a Disaster Recovery instance? How about a Test instance? Identify any extra costs in terms of setup, installation, configuration, testing, training and licenses related to having extra instances installed locally.</li> <li>▪ Proposed methodology for integration of the CAMA system with Microsoft Outlook.</li> <li>▪ Proposed methodology for integration of the CAMA system with the ESRI GIS application. The City is currently running version 10.0 and is planning on upgrading to version 10.1 in 2013.</li> </ul>
Section 9.B	Technical Requirements (Hosted Solution)	<p>Include technical information regarding your proposed software:</p> <ul style="list-style-type: none"> <li>▪ Desktop requirements</li> <li>▪ Mobile options that you support: Apple iPad app, Android App, Surface, other tablets that have been tested.</li> <li>▪ Thin client solutions that are confirmed as supported: Citrix, VMWare View, etc.</li> <li>▪ Interfaces already built to other software. Included or not?</li> <li>▪ Data conversion capabilities and requirements</li> <li>▪ Recurring Service that we would be expected to perform if applicable</li> <li>▪ Can we access a Test instance? Identify any extra costs in terms of setup, installation, configuration, testing, training and licenses related to having access to a test instance</li> <li>▪ What is your disaster recovery plan and methodology for maintaining high availability?</li> <li>▪ How would we get our data back if we switched vendors a few years into the contract? Costs involved in getting the data? Format that it would be provided?</li> <li>▪ Proposed methodology for integration of the CAMA system with Microsoft Outlook.</li> </ul>

		<ul style="list-style-type: none"> <li>▪ Proposed methodology for integration of the CAMA system with the ESRI GIS application. The City is currently running version 10.0 and is planning on upgrading to version 10.1 in 2013.</li> </ul>
Section 10	References	<p>Please list at least five (5) references of other customers with installed systems of the software that you are proposing who are similar to our requirements, using the format included in Exhibit D. Specify the exact version of the software and all modules that the customer is using.</p> <p><i>References will be contacted (this may be an on-site visit) as part of the proposal evaluation process. (We are particularly interested in Wisconsin cities with similar requirements, number of employees, and population.)</i></p>
Section 11	Implementation Staff	Provide information as to staff expected to be assigned for software implementation by filling out Exhibit E.
Section 12	Implementation Methodology	<p>Provide a brief overview of your implementation methodology and expected timeframe for this project including resources that we are required to provide in terms of time and tasks that will be assigned to us.</p> <p><i>Please limit this section to no more than two (2) pages.</i></p>
Section 13	Pricing	<ol style="list-style-type: none"> <li>1. Provide a summary overview of the pricing model used to estimate costs including module pricing and implementation services. Information regarding users and other data that may be used in developing pricing is included in Exhibit A.</li> <li>2. Include a separate spreadsheet with pricing.</li> </ol>
Section 14	Other Information and Attachments	Include in this section a copy of your proposed license, maintenance and implementation services agreements (sample contracts), along with any agreements relative to 3 <sup>rd</sup> party providers. NOTE: Any exceptions to our contract terms and conditions, payment schedule, etc. must be noted on the Exception Form in Section 5 of your proposal. Also include a copy of a certificate demonstrating the required insurance coverage's outlined above under Terms and Conditions.
Section 15	Other Vendor Information	Use this section if you have any other material that you feel is important for our evaluation. Please limit the pages in this section. We are not interested in unnecessary sales literature.

# I. Evaluation of Proposals

The CCITC and/or its representatives will be the sole judge of the appropriateness and completeness of any and all proposals and reserves the right to reject any and all proposals that do not provide the information requested. Neither the CCITC nor any agent thereof on behalf of the CCITC or the City of Wausau shall be obligated in any fashion by any response(s) to this RFP. The CCITC reserves the right to negotiate those issues not included in the proposal document. The CCITC will not reimburse Firms for costs incurred in preparing proposals or traveling to any City of Wausau location to demonstrate products.

Proposals will be objectively evaluated by a qualified team of CCITC staff, City of Wausau staff and/or stakeholder representatives. The most responsible proposal will be determined by criteria determined essential to the City as outlined below. The evaluation criteria are not limited to the lowest price.

The City may choose to conduct site visit(s) to the software vendor's headquarters and/or Firm's clients as part of the evaluation process. The site visits will be considered as part of the determination of the successful Firm. Evaluation of the client sites will be based on but not limited to the following:

- Assessment of the Firm's performance during system implementation.
- Assessment of the quality of Firm's ongoing support.
- Overall user satisfaction with the system and its reporting functionality

Each proposal will be examined to ensure that it follows the proposal format and instructions in this RFP.

The CCITC is seeking a Firm with the following qualifications:

- Is a viable vendor in terms of financial position, customer base, and technology
- The ability to provide and implement an integrated CAMA Software system that meets the CCITC's requirements as described in this RFP.
- The ability and flexibility to meet the CCITC's regulatory and contractual requirements, and vendor expectations as summarized in this section and as detailed in the RFP.
- Proven history of successful on-time, on-budget and in-scope implementations of the proposed software with the functionality required by the CCITC for public sector entities similar to Wausau.
- Provide a modern software application that will be easy to support for the foreseeable future with the flexibility to accommodate new technologies and future workflow changes within the department.
- Provide a way for the CCITC to protect its software investment and responsibly manage its ongoing support costs for at least eight years.
- Provide technical expertise and guidance in the implementation and configuration of the system (software, database, hardware, network and integration with 3<sup>rd</sup> party applications), and ongoing customer support following system implementation.

Proposals will be evaluated on some or all of the following criteria:

- Ability to deliver an integrated solution that meets functional requirements with minimal customizations
- Firm's experience with similar customers and similar projects
- Firm's qualifications (financial strength, company size, stability, product vision and direction, and ability to work with the City and CCITC)
- Firm's development and project management capacity, available support staff and response time expectations,
- Firm's recommended project plan, including installation, configuration, testing, and conversion timeframe
- Technology that meets the CCITC's technology and IT strategic plan requirements
- Training plan
- Feedback from customer references on vendor performance, reliability, service level and customer service and responsiveness
- Demonstration of software and tools
- Firm warranties for the software and implementation services
- Adherence to requirements for RFP response including specified format
- Conformance to required contract provisions
- Total cost of ownership (Software, annual maintenance and support, implementation services, training, hardware, database, resources required, etc.)
- Quality and completeness of the proposal

All proposers will be notified in writing when a final selection of a Firm has been made and the contract has been executed. Contract negotiations may be conducted simultaneously with two or more Firms.

## J. Contract

If your proposal is accepted and a contract is issued, the contract between the CCITC and the selected vendor to provide the required software and related services will consist of:

- This request for proposal
- The selected Firm's proposal
- The Firm's product demonstration and related handouts and electronic presentations
- Related commentary – any communications from the Firm clarifying the proposal, technology, project planning, implementation services, training, 3<sup>rd</sup> party applications, software functionality, support services and professional services
- Documents containing any additional items stipulated during contract negotiations
- A mutually agreed upon Statement of Work that outlines the project scope, project timeline, assigned responsibilities (Firm and CCITC) and estimated hours by role for the major work components, deliverables, milestones, and costs by major work component.
- A signature page.

Said contract between the CCITC and the Firm shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied or approved by the CCITC. The CCITC reserves the right to reject or modify any agreement which does not conform to the request for proposal and any CCITC requirements for agreements and contracts.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon execution of the contract by the proper CCITC officials, and delivery of the fully-executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful firm. The contract may be amended only by written agreement between the Firm and the CCITC.

The documents constituting the contract between the CCITC and the Firm 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); Statement of Work, Contract Document Amendments; the Contract Document as described in the signed Agreement; Request for Proposal Addenda; Request for Proposal; and Firm's Proposal.