

REQUEST FOR PROPOSAL
Community Development Loan Servicing Software
PROPOSALS MUST BE RECEIVED
NO LATER THAN 4 PM (CST) Friday, December 21, 2018

FOR FURTHER INFORMATION PLEASE CONTACT THE PROJECT MANAGER:

Connie Laessig, Analyst

CITY-COUNTY INFORMATION TECHNOLOGY COMMISSION

407 GRANT STREET

WAUSAU, WI 54403-4783

(715) 261-6739

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I. Solicitation

The City of Wausau with assistance from the City-County IT Commission (CCITC) is requesting proposals for the purpose of obtaining pricing on Loan Servicing software for Finance and Community Development Departments.

The City-County IT Commission is an agency that provides IT services to the City of Wausau, Marathon County, and North Central Health Care. This contract will be with the City of Wausau. The CCITC is coordinating the RFP and selection process.

The City 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 the City of Wausau and CCITC. 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.

All Proposals **must be received by 4:00 p.m. CST, Friday, December 21st, 2018**. 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. Proposal must be addressed to:

Connie Laessig – Project Manager
Community Development Loan Servicing
City-County Information Technology Commission
407 Grant Street
Wausau, WI 54403-4783
Connie.Laessig@co.marathon.wi.us
(715) 261-6739

Proposals shall remain firm once submitted and may not be withdrawn for a period of ninety (90) days.

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

II. Instructions

a. Responsibility

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. If you discover any ambiguity, inconsistency or error in the RFP, you must notify Connie Laessig (contact information above). Only interpretations or corrections of the RFP made in writing by the City of Wausau and CCITC are binding. All requests for interpretations or corrections must be received no later than ten days prior to the deadline for submitting proposals. Request for clarifications and responses will be made available to all vendors on VendorNet.

b. Submission of Proposals

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 must be included on a USB Drive.

c. Format Requirements

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

- 1) Information requested in Section III: Proposal Requirements (Responses must be labeled by section and subsection to correspond with the related area of the RFP.) Clearly identify your ability to provide the feature, function or service in whole (included in the price), in part, not available, or available as a custom enhancement at an additional cost.
- 2) Responses as appropriate to items in Section V: Requirements Section. Clearly identify your ability to provide the feature, function or service in Whole (included in the price), in part, Not Available, or available as a custom enhancement at an additional cost.
- 3) A complete description of the services being proposed. Provide itemized and total cost of those services.
- 4) The proposal shall be submitted on 8 ½" x 11" paper and assembled in a 3 - ring binder. 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 technical resources

f. Oral Presentations

The City of Wausau and CCITC reserves the right to request an oral presentation and/or 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

The City of Wausau and CCITC are not liable for any costs incurred in responding to this RFP or in any requested presentation.

h. Acceptance and Rejection of Proposals

The City of Wausau and 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 the City of Wausau and 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 the City of Wausau and 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 the City of Wausau and 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 via hard copy, USB, 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 the City of Wausau and CCITC and will not be returned.

k. Addenda

The City of Wausau and CCITC reserves the right to make modifications or addenda to this RFP. If the City of Wausau and CCITC determines it is appropriate to revise any portion of this RFP, either at the request of a proposer or upon CCITC's own initiative, CCITC will issue, and make available to all prospective proposers a written addendum setting forth this revision.

Where addenda require changes in the scope of work to be performed under the contract, the date set for receipt of proposals may be postponed by such number of days as CCITC determines are appropriate in order to enable prospective proposers to revise proposals. CCITC is not bound by any oral interpretations, clarifications, or changes made to this RFP by any CCITC or the City of Wausau employee. Any changes or clarifications to the RFP must be provided in writing pursuant to this section.

I. Schedule of Events

- | | |
|--|--|
| 1) RFP Released | Wednesday, Nov 28 th , 2018 |
| 2) Clarification / Addenda Request | Wednesday, Dec 12 th , 2018 |
| 3) Clarification / Addenda Response Posted | Monday, Dec 17 th , 2018 |
| 4) Proposal Due Date | Friday, Dec 21 st , 2018 |
| 5) Evaluation Period | Jan 2019 |
| 6) Contract Negotiation | Feb 2019 |
| 7) Contract Signed | Feb 2019 |

III. Proposal Requirements

a. Summary

The proposer shall succinctly explain the firm's understanding of the project. The proposer shall identify any recommendations or issues that it feels will be necessary to address during the course of work. The synopsis shall contain a brief statement of the features of the proposal and an overall cost summary.

b. Corporate Data

Please 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 direct 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. Identify other pertinent projects contracted by your firm 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 the City of Wausau and CCITC and the successful offer or:
 - 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 the City of Wausau 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 the City of Wausau.
 - 7) All products generated as a result of this RFP shall become the sole property of 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 the City of Wausau to terminate the agreement within 90 days of assignment with no penalties to the City of Wausau.
 - 9) The successful offeror shall be responsible for any and all permits required.
 - 10) The software maintenance agreement must cap future annual software maintenance increases to no more than CPI+1% over the previous year.
 - 11) There will be performance penalties agreed to during contract negotiations which will penalize the vendor if milestones are not met on time or scope. If you cannot agree in

principle now to these penalties this must be clearly identified in the RFP exceptions section of your response.

- 12) The license must allow and include for the license to use and the costs to setup a test and disaster recovery instance of the software (for software purchases).
- 13) We will agree on language that defines Final Acceptance that is the date after go-live in which all critical and significant issues are resolved.
- 14) The software maintenance is expected to have the first year included.
- 15) Software maintenance starts at Final Acceptance – not installation or the go-live dates.
- 16) Proposed software, hardware and any additional components identified in this proposal will be under warranty for a minimum of 12 months.
- 17) For software – all data and information will be owned by the City of Wausau.
- 18) The successful offeror will specify in the contract that the product will be sold and supported for at least 3 years from our purchase
- 19) PCI Compliance – If the solution offers credit card payments, or partners with third party for credit card payments – explain your PCI security practices, provide the most recent audit showing PCI compliance and identify your method to have your environment certified annually.
- 20) HIPAA Compliance – If the solution will store HIPAA protected information, provide how you are currently HIPAA compliant, how you will maintain it each year, a copy of certification that you are HIPAA compliant and your notification process in the event of a breach.
 - 1) Provider agrees to comply with HIPAA Final Rule in 45 CFR 160 and 164
- 21) CIJIS Compliance – for systems containing law enforcement data, provide how you are currently CIJIS compliant, how you will maintain it each year, a copy of certification that you are CIJIS compliant and your notification process in the event of a breach.
- 22) 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.
- 23) 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
- 24) If remote access is needed to our servers or pc's, 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.
 - 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.
- 27) 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
- 28) For cloud solutions –
 - 1) The contract will specify that we will be notified of any information breach in the vendor's cloud within 48 hours, regardless if it is on our servers or on other customers
 - 2) The contract will specify that we will be provided all of our data in a csv format at no cost within 5 business days of us requesting it when the contract is terminated

plus at least once annual (so that the export is tested annually). If applicable, photos will be in jpg format, videos in mp4 format. Audio in an industry standard format (not AAC).

- 3) The contract will specify that the cloud solution will have a security audit annually and that the report will be provided to CCITC within 1 month of receipt at no charge. The report will also include the vendor's plans and schedule to mitigate any issues identified. The vendor will keep us informed of the resolution of the identified risks at least every month until resolved.

f. Standard Terms and Conditions

- 1) **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. The City of Wausau 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) **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the _____'s letter-head, 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) **ACCEPTANCE-REJECTION OF BIDS OR PROPOSALS:** The City of Wausau 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 the City of Wausau.

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) **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) **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 City of Wausau.
- 6) **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) 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) 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) PAYMENT TERMS AND INVOICING: The City of Wausau 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.

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.

2) A good faith dispute creates an exception to prompt payment.

- 10) TAXES: The City of Wausau and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

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

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.

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 the City of Wausau, a public entity. _____ shall provide a similar notice to all its subcontractors.

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

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 _____.

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.
- 3) The City of Wausau reserves the right to require higher or lower limits where warranted.
- 4) The City of Wausau 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.
- 5) **PROOF OF INSURANCE:** _____ shall furnish the City 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 City 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 City of Wausau for approval prior to the execution of this contract. Upon renewal of the required insurance, and annually thereafter, the City shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name the City of Wausau as an additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.
- 15) **CANCELLATION / TERMINATION:** The City of Wausau reserves the right to:
- 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.
 - 2) Terminate this contract, for the City'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) **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 the City of Wausau 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 City from canceling any of the services not yet performed or any deliveries not 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) 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 the City of Wausau.
- 18) PATENT INFRINGEMENT: The _____ selling articles to the City of Wausau 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 the City of Wausau (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) PUBLIC RECORDS ACCESS: The City of Wausau 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 the City of Wausau 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) 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.
- 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 the City of Wausau.
- 2) Any material submitted by _____ in response to the City of Wausau'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.
- 3) In the event the City of Wausau 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 the City of Wausau for any costs associated with said litigation.
- 21) CONFIDENTIALITY OF THE CITY OF WAUSAU'S DATA: In the event work conducted under this contract requires _____ to have access to the City of Wausau'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 the City of Wausau 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) **PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the City of Wausau, any of its departments, agencies or other subunits, or any city official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City of Wausau. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City of Wausau's purchasing agent.

- 23) **MUTUAL HOLD HARMLESS/INDEMNIFICATION**

_____ hereby agrees to release, indemnify, defend, and hold harmless the City of Wausau, 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.

The City of Wausau 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 the City of Wausau's officers, officials, employees, agents or assigns.

The City of Wausau 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) **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) **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) 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 the City of Wausau, 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) 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 the City of Wausau. The Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of the City of Wausau are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by the City of Wausau on behalf of the Contractor. Neither the City of Wausau 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, the City of Wausau.
- 28) 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. . The City of Wausau 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) STATEMENT OF COMPLIANCE: _____ has carefully reviewed the City of Wausau'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) 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.

g. Proposer Terms

- 1) Offeror will state the expiration date of their proposal. Minimum of 90 days.
- 2) Billing procedures and effective terms will be mutually arranged upon acceptance of the proposal of the successful offeror.
- 3) The payment structure will be no more than 20% of total cost up front. The respondent is encouraged to suggest relevant milestones and partial payment amounts in its proposal. The City of Wausau will withhold retainage from each milestone, with final payment of 30% being made upon Final Acceptance of the system by CCITC and the City of Wausau.

h. Proposer Support

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.

i. Costs

Respondents must provide itemized and overall cost of items identified in the proposal.

- 1) CCITC will procure any standard computer hardware e.g. servers, workstations, routers/hubs that may be identified as part of the proposal. It is requested that proposer supply the specifications for these items as part of this proposal.
- 2) Proposal must include ALL costs associated with installing, configuring and supporting the system for a minimum of one (1) year.
- 3) Pricing should include any data conversion costs from current application if applicable.
- 4) Maintenance, Support and Upgrade Costs after Year 1: Proposers should identify costs to secure a maintenance and support contract for three (3) additional years (Years 2-4). The proposer's policy for acquisition of future software upgrades should be included.
- 5) Any other costs not identified above should be included.

IV. Current System

- 1) The City of Wausau currently is using IBM System i program written in-house.
- 2) The City of Wausau currently manages about 450 loans that are financed and tracked by a variety of funding sources. In addition the city funds development grants that require tracking.
- 3) Community Development and Finance have 25 users with access to the application to enter loans, payments, and run needed reports. Security is limited by user.

- 4) Laserfiche is our current document management system, with documents stored by loan number.

V. Requirements

The proposer should deliver a response that includes section numbering consistent with the numbering in this RFP. For each section beginning with section II. G, the proposal should explain how they will address each requirement. In some sections, simply saying, “We acknowledge and confirm that we understand and will comply with this requirement in its entirety” would be an acceptable way to respond. If you cannot accept the section’s requirements, identify that clearly, or identify a partial acceptance. This is particularly important for the sections titled, “Contractual Conditions” and “Standard Terms and Conditions”.

The Proposer shall complete “RFP_CommunityDevelopmentLoanServicingSoftware_Attachment-A.xlsx” and respond in each section your ability to provide that requirement following the instructions on the first worksheet. There are nine worksheets to respond to.