

RESO25
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Planning and Development	CONTRACT/ADDENDUM #: 12345																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:30%;">Contract</th> <th style="width:40%;">If Addendum, please include original contract number</th> <th style="width:30%;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td>POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	3. Term of Contract or Addendum: From: April 1, 2015 To: <u>4/1/2020</u> March 31, 2015																											
4. Amount of Contract or Addendum \$250,000	5. Purpose: To provide printing services necessary for tax bills, notices, tax rolls, and assessment rolls.																											
6. Vendor or Funding Source: API Outsourcing																												
7. MUNIS Vendor Code: 459																												
8. Bid/RFP Number: 115022																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval: <i>Jodan Vincente By TE</i>																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>UA</i> Received	_____	<u>4-22-15</u>	_____
<i>CA</i> Controller	_____	_____	<u>4/23/15</u>
<i>JA</i> Corporation Counsel	_____	<u>4/20/15</u>	<u>4/22/15</u>
<i>ST</i> Risk Management	_____	<u>4/22/15</u>	<u>4/22/15</u>
<i>JA</i> ADA Coordinator	_____	<u>4/22/15</u>	<u>4/22/15</u>
<i>JA</i> Purchasing Agent	_____	_____	<u>4/23/15</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address API Outsourcing, Inc 317 Raemisch Rd Waunakee WI 53597
Contact Person Kirk Dresen
Phone No. 608-849-9730
E-mail Address kirk.dresen@apifao.com

Footnotes:

1. _____
2. _____

Return To:	Name/Title: <u>Troy Everson</u> Dept.: <u>Planning and Development</u>
	Phone: <u>608-261-9750</u> Mail Address: <u>CCB - 116</u>
	E-mail: <u>everson@countyofdane.com</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 4/22/2015

Signed: 
Print Name: Troy Everson

Telephone Number: 608-261-9750

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 4/22/15 Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 13

Agreement No. 12345

Expiration Date: April 1, 2020

Authority: _____

Department: Planning and Development

Maximum Cost: \$250,000

Registered Agent: _____

Address: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and API Outsourcing, Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr Blvd, Room 110, Madison WI 53703, desires to purchase services from PROVIDER for the purpose of printing tax bills, tax and assessment rolls, various notices, and a number of reports and other forms; and

WHEREAS PROVIDER, whose address is 317 Raemisch Road, Waunakee WI 53597, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. SERVICES.
 - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP 115022) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
 - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
 - C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be

deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

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

Commercial/Business Automobile Liability.

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

Environmental Impairment (Pollution) Liability

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

Workers' Compensation.

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

Umbrella or Excess Liability.

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

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in

any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the

Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
 - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 04/22/2015



Date Signed: _____

FOR COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

* [print name and title, below signature line of any person signing this document]

rev. 11/08

Schedule A: Scope of Service

Pursuant to paragraph II.A. of the attached AGREEMENT, the PROVIDER shall provide the following services, and PROVIDER and COUNTY agree to the following terms:

1. Assessment files to be printed from Planning and Development will be placed on PROVIDER's secure FTP site. PROVIDER will check each morning at 9 AM for files to be printed. Any files that are not on the FTP site by 9AM will require special treatment or may be delayed one (1) day with the prior approval of COUNTY. Any files on the FTP site by 9 AM must be delivered by 1PM the following business day. Files requiring special treatment or shorter turnaround time will be sent to the FTP site with notification through a phone call or email to the PROVIDER. Assessment files to be printed will include a notification email that includes the print parameters and delivery specifications. In the event that a job must be printed, folded, inserted and mailed, the timeframe is slightly more flexible, but cannot exceed 72 hours. Jobs will be sent with forms embedded in the data file as PDFs and will always be in black and white. Color printing will not be necessary or desired. Labels will either be in a PDF or a Microsoft Excel compatible format.
2. PROVIDER will continuously have the capacity to produce and provide actual delivery of a minimum of 20,000 tax bills per day during the period of the last week in November through the second Monday in December annually.
3. PROVIDER shall deliver printed tax bills between 8:00 am and 4:00 pm on a 24 hour turnaround each business day during the period of the last week in November through the second Monday in December annually.
4. Second Installment Notices must be printed with an OCR-A font (ISO 1073-1:1976) at the bottom of the page. PROVIDER shall apply this data line to each notice perfectly so this font and placement is readable by the Remittance Processor used by the COUNTY. The character string will be part of the pdf files supplied by the COUNTY. Placement and readability must be physically verified by Dane County Treasurer's staff annually using a fifty (50) bill test run before the balance of the notices are printed.
5. PROVIDER shall provide sufficient on-site space for Dane County Treasurer's staff to sort and prepare second installment notices for mailing during the last two weeks of May annually. The same accommodations shall be provided to subject municipalities who contract with the PROVIDER to insert and mail the subject tax bills in the first two weeks of December annually. Neither COUNTY nor the subject municipality shall be charged any fee for this access, space, or sorting.
6. PROVIDER must have sufficient secure space to store and protect COUNTY overstock on all items for County projects, and shall provide that storage at no charge to COUNTY.
7. PROVIDER shall apply correct bulk mailing rates for all COUNTY mailing services. PROVIDER shall not charge more than the rate for any postage fee than the USPS rate available to COUNTY at the lowest legal applicable rate for the subject mailing.
8. PROVIDER will continuously have equipment and the capability to produce the following services. Printing requirements for certain tax bills and/or forms may change from time to time over the life of the contract, but at all times the PROVIDER shall conform to the

most current specifications and instructions of the Wisconsin Department of Revenue as directed by COUNTY.

- a) Laser print portrait duplex on 8-1/2" x 11" 24 lb. bond with a horizontal perforation 3-2/3" from the bottom of the form.
 - b) Laser print portrait single-side on 8-1/2" x 11" 20 lb. bond with a perforation 3-2/3" from the bottom.
 - c) Laser print duplex portrait on 8-1/2" x 11" with a perforation 3-2/3" from the bottom (perforated lower 1/3" is a postcard).
 - d) Fold 8-1/2" x 11" forms in thirds.
 - e) Insert folded 8-1/2" x 11" form(s) in window envelopes.
 - f) Insert folded 8-1/2" x 11" form(s) along with a return envelope in window envelopes.
 - g) Apply postage to envelopes, and securely deliver to the USPS post office; either as processed, or mailed in one batch, at COUNTY direction.
 - h) Laser print landscape/duplex on 8-1/2" x 11" 20 lb. Bond with 3 hole punch on top.
 - i) Laser print various size labels (primarily 1.33" x 4", 1" x 4" and 2" x 4")
 - j) Organize and assemble reports, place into binders and sort by assessor.
9. PROVIDER guarantees production, printing and delivery of all products at the pricing detailed in Schedule B. Pricing shall include any and all time, equipment, and materials required to complete the contract to the satisfaction of COUNTY. Pricing shall be FOB Destination to various county departments or to the USPS Office as directed by COUNTY. PROVIDER shall send COUNTY monthly invoice(s) for services rendered, completely itemized by project, service, and county department.
10. All print jobs must be printed and delivered to COUNTY within 24 hours of notification, or be mailed as directed by COUNTY staff. On-site pick-up of printed products may also be coordinated at the direction of COUNTY.
11. Tax bills are currently printed on 8-1/2" x 11" 24 lb. bond with a micro-perforation 3-2/3" from the bottom of the page. The bills are printed on the blank side of page with a preprinted back page. The back page is the same for all bills; only the front changes. COUNTY will send the front of the bill in an Adobe pdf file(s). The back of the page is set up and printed in advance, must conform to the current Department of Revenue specifications, and PROVIDER shall verify the text for accuracy each year in October in writing with the Deputy Treasurer. COUNTY shall prepare and forward a sample run of tax bills each year at the beginning of the cycle to verify that the transfer process and printing works correctly. This includes the transfer of a pdf file from COUNTY to PROVIDER, the printing of fifty samples from each file, and the return of the printed samples to COUNTY for quality assurance checking. Generally, this verification cycle must takes less than eight (8) hours. Printing of bills shall be strictly accounted for the number of bills indicated in the notification of file transmittal emailed to PROVIDER must match the number of bills printed. Discrepancies shall be investigated and reconciled between the parties within 24 hours. PROVIDER shall bill the County Treasurer for such stock, production and mailing.

In addition, PROVIDER shall provide folding and insertion into window envelopes for local municipalities who desire to sort their own tax bills and contract separately with PROVIDER for the service. Postage and delivery to the local USPS branch may also be selected. PROVIDER shall provide on-site sorting space, and shall separately invoice the subject municipality for the folding, insertion, and/or postage services they provide for the subject at an established rate per service. This rate shall not be different in the same year for any municipality.

12. Assessment Rolls shall be printed landscape duplex on 8-1/2" x 11" 20 lb. paper and three hole punched on the top 11" side. Rolls can be printed as early as January, but in some years are printed as late as June. COUNTY shall send the initial file to the PROVIDER, along with auxiliary reports. PROVIDER shall print, collate and place the rolls in binders to be picked up by assessors. Turnaround time cannot exceed two weeks. Additional rolls may be printed throughout the year.
13. Notices for the second tax payment installment are printed in May. The Notice shall be printed portrait one-side on 8-1/2" x 11" 20 lb. bond with a perforation 3-2/3" from the bottom. These notices shall be printed with an OCR-A font (ISO 1073-1:1976) at the bottom of the page. PROVIDER shall apply this data line to each notice perfectly so this font and placement is readable by the Remittance Processor used by COUNTY. The character string will be part of the pdf COUNTY shall forward to PROVIDER. Placement and readability must be verified before notices are printed annually. PROVIDER shall provide sufficient on-site space for Dane County staff to sort and prepare second installment notices. COUNTY staff will sort these notices on-site at the PROVIDER's premises prior to mailing to identify multiple notices to be mailed in the same envelope to the same address. These sorted notices shall be inserted into window envelopes along with a blue preprinted #9 return envelope. PROVIDER guarantees that this mailing shall be done on the same day at the same United States Post Office branch. PROVIDER shall bill the County Treasurer for such stock, production and mailing.
14. Double-window Envelopes for Tax Bill and Second Installment Notice Mailing shall provide complete visibility of the entire taxpayer mailing address and the COUNTY return address, conforming exactly to the subject folded notice inside. PROVIDER will obtain, provide, and warehouse overstock of, double-window envelopes and blue #9 return envelopes suitable for mailing tax documents. Annually, in October, the Deputy Treasurer shall order and confirm the suitability of double-window envelopes in boxes of 500, in cases of five boxes to one case, to be delivered to the COUNTY during the last week of November. PROVIDER shall bill the County Treasurer for such stock. PROVIDER shall hold prescribed cases from this stock for subject municipalities who contract with PROVIDER to insert and mail the subject's bills. This will occur at the local municipalities' option in the first two weeks of December annually. Annually in April, the Deputy Treasurer shall order and PROVIDER shall obtain envelope stock (white double-window and blue #9 preaddressed return), to be used in insertion and mailing second installment notices for the COUNTY. The preaddressed blue #9 envelope with COUNTY return address shall be verified with a written acceptance of a proof copy by the Deputy Treasurer prior to insertion.
15. The following reports may also need to be printed by the PROVIDER, but portions may be printed in-house at Dane County as well:
 - a) Assessor's Labels
Labels are printed in January or February, on 1.33" x 4" sized labels.
 - b) Change of Assessment Notice
Printed on 8-1/2" x 11" 20 lb. bond. Notices are printed sporadically throughout the year.
 - c) Cross Reference Reports
Printed on 8-1/2" x 11" 20 lb. bond. These reports are printed sporadically throughout the year.
 - d) Mailing Labels
Printed sporadically throughout the year, on 1" x 4" sized labels.

16. The local assessors may require assessment notices to be sent by the contractor. Terms will be agreed upon between the assessor and PROVIDER. The COUNTY shall not be responsible for any charges incurred for these services.
17. The local assessor or local municipality may require shipment of certain reports. PROVIDER will charge the requesting assessor or local municipality for this service. The COUNTY shall not be responsible for report shipping charges incurred.

Schedule B – Fee Schedule

	Price
Laser print portrait duplex on 8-1/2" x 11" 24 lb. bond with a horizontal perforation 3-2/3" from the bottom of the form.	\$55.00/m
Laser print portrait single-side on 8-1/2" x 11" 20 lb. bond with a perforation 3-2/3" from the bottom.	\$35.00/m
Laser print landscape duplex on 8.5x11 20 lb bond with three hole punch on top.	\$55.00/m
Laser print portrait single side on 8.5" x 11" 20 lb bond	\$35.00/m
Laser print 1.33" x 4", 1"x4", or 2"x4" labels	\$50.00/m
Fold 8-1/2" x 11" forms in thirds.	\$1.00/m
Insert single page, folded 8-1/2" x 11" form in double-window envelopes, sometimes inserting a return envelope.	\$25.00/m
White-wove 24 lb. double-window envelope 4-1/8" x 9-1/2" OSDIS	\$28.50/m
Blue return 24 lb. double-window envelope 3-7/8" x 8-7/8" Self-addressed with COUNTY PO Box	\$38.68/m
Per trip pickup/delivery	\$25.00
Postal Presort for lowest possible postal rate, per envelope	\$0.015
Delivery to the USPS	N/C
Insert multiple pages, folded 8-1/2" x 11" form in double-window envelopes, sometimes inserting a return envelope.	\$25.00/m

Rates are guaranteed for the duration of the contract. If additional form types or services not listed in this price list are needed during the duration of the contract, COUNTY will request pricing from PROVIDER and the pricing will be added to the contract by addendum.

Upon agreement expiration or cancellation, any materials that have been purchased or acquired for the COUNTY and cannot be returned or used by another client, and have not been used for the COUNTY's projects, will be billed back to the COUNTY. The COUNTY has 30 days to pick up the materials from the PROVIDER or the PROVIDER must discard the materials.

Planning and Development invoices are to be mailed or electronically delivered to:

Dane County Planning and Development
210 Martin Luther King, Jr. Blvd., Room 116
Madison WI 53703

Diana Burns - Burns.diana@countyofdane.com

Invoices for services for the Dane County Treasurer shall be mailed to:

Dane County Treasurer
210 Martin Luther King, Jr. Blvd., Room 114
Madison, WI 53703
and emailed to the Deputy Treasurer, currently vogel.donna@countyofdane.com.

Schedule C - Reporting

PROVIDER, to the extent possible, will provide COUNTY with a detailed report of a previous year's printing activity by March 1 of the following year. The report shall break down the number and cost associated to the various printing activity produced for COUNTY.