

Dane County Contract Cover Sheet

Res 495
Significant

Dept./Division	Administration
Vendor Name	Ascedia Inc.
Vendor MUNIS #	26652
Brief Contract Title/Description	Website Redesign
Contract Term	April 30, 2018 to May 24, 2019
Total Contract Amount	\$ 299,975

Contract # <small>Admin will assign</small>	13339
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 117053
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	495	
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.	Year	2017	

Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	3/21/18		
CA	Controller		3/22/18	
CAC	Purchasing	3/25/18	3/25/18	
W	Corporation Counsel	3/22/18	3/27/18	
J	Risk Management	3/22/18	3/22/18	
	County Executive			

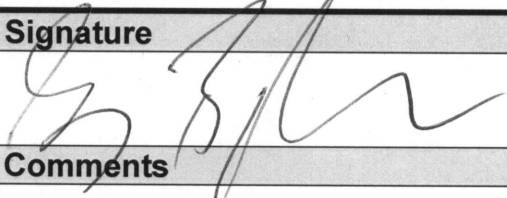
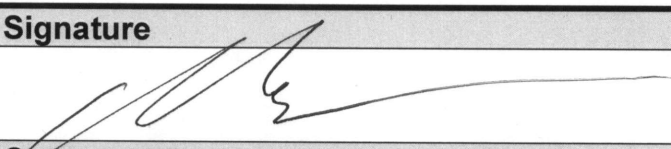
Dane County Dept. Contact Info		Vendor Contact Info	
Name	Nick Bubb	Name	Ascedia Inc
Phone #	608-266-8477	Phone #	414 292-3309
Email	bubb.nicholas@countyofdane.com	Email	rsabinash@ascedia.com
Address	City-County Building, Room 425	Address	161 S. First Street

Certification:	
The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		3/20/18
	Comments	
Corporation Counsel	Signature	Date
		3/22/18
	Comments	

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 20

Agreement No. 13339

Expiration Date: May, 24, 2019

Authority: Res.495, 2017-2018

Department: Administration

Maximum Cost: \$299,975

Registered Agent: _____

Address: _____

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

WITNESSETH:

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr. Blvd., Room 425, Madison, WI 53703-3345, desires to purchase services from PROVIDER for the purpose of providing comprehensive website planning and redesign services; and

WHEREAS PROVIDER, whose address is 161 S. First St., Milwaukee, WI 53204 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) 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 offset.

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's 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: 3-20-2018


ROBERT SABIR, Director Client Strategy

Date Signed: _____

FOR COUNTY:

Date Signed: _____

JOSEPH T. PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

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

rev. 01/18

Schedule A – Project Scope

1. Project Goals

PROVIDER and COUNTY have the following goals for this project:

- Provide the County with a modern design for its websites.
 - The new design must function well for community end-users, reducing the number of clicks to find information and ensuring that information can be found without knowing how Dane County Government is structured.
 - The new design must incorporate a search functionality
 - The new design must support multiple languages
 - The new design must meet WCAG 2.0 – AA standards for website accessibility.
 - The new design must be mobile friendly and responsive
- Create and confirm an audience strategy for the Dane County web portal for both end users and internal government agencies.
- Create clearly defined working relationships with Dane County IT development staff.
- Identify all reusable features and tools.
- Determine new features to be built into the CMS and who will build these features
- Finalize design and design system to support portal and as many departmental units as possible.
- Build an internal training and documentation website that contains all training resources and style and content guides for the new websites and their components.

2. Resources

PROVIDER shall make available the following strategists and development team to help the COUNTY team analyze and develop a strategy for the design and development.

This team must be staffed and available to the COUNTY team for the duration of the engagement..

PROVIDER will identify the names of the team members serving in these roles upon execution of this agreement. During the strategic planning process, PROVIDER will identify the main points of contact for this project.

- Director, Client Strategy
- Digital Strategist
- UX Designer
- Copywriter
- Backend Developer
- Front-end Developer
- Project Manager
- Account Manager

During the strategic planning process, COUNTY will identify Dane County team members, and clarify their roles and responsibilities.

From time to time during the performance of this contract, the PROVIDER may have access to the personnel, premises, equipment, and other property, including data, files or materials (collectively referred to as “data”) belonging to the County. PROVIDER shall preserve the safety, security, and integrity of the personnel, premises, equipment, data and other property of the County, in accordance with instructions from COUNTY. PROVIDER shall be responsible for damage to COUNTY’s equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by PROVIDER’s personnel, and shall reimburse COUNTY accordingly upon demand.

PROVIDER agrees that its employees, while working at or visiting COUNTY premises, shall comply with all internal rules and regulations of COUNTY, including security procedures, and all applicable federal, state and local laws and regulations applicable to the location where PROVIDER’s employees are working or visiting.

PROVIDER will use: Microsoft Visual Studio 2017, Microsoft .NET framework 4.6.1 or higher, MVC 5.0 or higher, Bootstrap (3x or better), C#, SQL Server, Visual Studio Team Services, and JQuery.

PROVIDER will use Dane County's code repository (Git) for development.

3. Strategic Planning

PROVIDER will conduct the following activities in order to develop and finalize the plan for completing the project. The activities include:

- A project kick-off meeting, scheduled by COUNTY, to clarify and review the roles and responsibilities of COUNTY and PROVIDER. Following this meeting, PROVIDER will update and distribute the Project Management Activities Matrix
- Following the kick-off meeting, PROVIDER will develop a timeline of project phases and activities.
- PROVIDER will participate in an executive engagement meeting, scheduled by COUNTY.
- PROVIDER will analyze Dane County's Google Analytics data and produce a spreadsheet for Dane County. This report will highlight important content and unused content.
- PROVIDER will develop an Audience User Personas and Journey Document. This document will outline the tasks users want to accomplish and how the design produced by PROVIDER will satisfy those needs. This document will outline a minimum of five kinds of users that sufficiently represent the breadth and depth of Dane County website users.
- PROVIDER will interview approximately 16 Dane County Departments at in person meetings scheduled and arranged by COUNTY. These interviews will solicit feedback from department heads, or their representatives, about the website redesign. PROVIDER will take notes of these interviews and provide them to COUNTY.
- PROVIDER will conduct a review of the Dane County Content Management System (CMS) and review its technical capabilities as it relates to the proposed project.
- PROVIDER will produce a technical review document of the Dane County CMS.
- PROVIDER will participate in a feature/component discussion with Dane County. The meeting will discuss features and components to add to the Dane County CMS. The aim of this meeting is to create a plan for additional feature/components to be developed. Please refer to the list of features to be built in Section 6 – Development and Quality Assurance
- PROVIDER and COUNTY will write and agree upon acceptance criteria for each phase of this project.
- Upon completion of these activities above, the project scope (Schedule A), the project timeline (Schedule D), and Project Activities Matrix (Schedule E) will be updated, and final acceptance criteria will be set forth in a written Contract Addendum to this agreement, executed and signed by COUNTY and PROVIDER.

4. Design and UX

During this phase, PROVIDER will work on one design element, share that design element with COUNTY and then meet with COUNTY for a review of that design element before proceeding on to the next design element. This process is designed to ensure buy-in from all stakeholders. The design approach will include building blocks/templates that can be extended to various department websites. Each of the items noted below include one round of revision. All design elements need to be WCAG 2.0 AA compliant in order to ensure ADA compliance. The final designs will feature response design, support multiple languages, and incorporate a search functionality. PROVIDER will develop a federated design and template base in order for the COUNTY to develop Department sites identified in Schedule C, #3 sites. PROVIDER will conduct the following activities in order to create an excellent website design, as described in Schedule A, 1. Project Goals:

- PROVIDER will conduct Keyword and high level Search Engine Optimization (SEO) research. PROVIDER will conduct Key Performance Indicator research. PROVIDER will summarize the information from these research activities in a document and share the findings of that with Dane County. PROVIDER will participate in a meeting to review this information. The COUNTY has the opportunity to review this information and request a revision prior to moving onto the next deliverable.
- PROVIDER will develop a content hierarchy and sitemap in order to best understand the content and information architecture and build usable navigation. PROVIDER will produce a sitemap

visualization for the COUNTY to review. PROVIDER will participate in a meeting to review this information. The COUNTY has the opportunity to review this information and request a revision prior to moving onto the next deliverable.

- PROVIDER will produce between 10 and 12 wireframe representations for key pages (home page, landing and detail pages for the Portal, and landing and detail pages for Department sites), with representations in both mobile and desktop. PROVIDER will participate in a meeting to review this information. The COUNTY has the opportunity to review this information and request a revision prior to moving onto the next deliverable.
- PROVIDER will produce style tiles for the main County Portal and show how Departmental websites will be handled. PROVIDER will participate in a meeting to review this information. The COUNTY has the opportunity to review this information and request a revision prior to moving onto the next deliverable.
- PROVIDER will produce visual representations of 3 key pages. Each of the visual representations will show mobile and desktop versions. PROVIDER will provide these visual representations according to the COUNTY'S specification (potentially using Bootstrap).

5. Website Content

During this phase, PROVIDER will conduct the following activities in order to provide content for the websites included in this project as itemized in Schedule C – Reports & Deliverables, websites delivered:

- PROVIDER will produce a Content Strategy for reviewing, migrating, and writing new content for COUNTY's websites.
- PROVIDER will review existing website content and recommend content that can be reused. PROVIDER will also make recommendations for how this process can be optimized.
- Following the Content Strategy, where new content needs to be written, PROVIDER and COUNTY will write content with input from Dane County and department stakeholders.
- PROVIDER and COUNTY will integrate new and migrated content into the new design. The strategic planning phase should offer clarity as to how this will be accomplished.
- PROVIDER will develop a Style Guide for Dane County IT in order to clarify how website elements are arranged, in order to replicate the design.
- PROVIDER will develop a Content Guide for Department CMS users in order to understand how to write content use and display elements of the site.
- Subject to feasibility, PROVIDER will work to integrate "help" features into the CMS in order to assist County content providers with understanding how aspects of the CMS work.

6. Development and Quality Assurance

During this phase, PROVIDER will develop and implement the selected design. This includes the following activities:

- PROVIDER will develop a layout that is extensible to all Departments and County Websites identified as part of this project, including home page template and additional page templates, as determined during the strategic planning process. This includes the portal home, portal landing, portal detail, department home, department landing, and department detail templates. This also includes global page components/features.
- PROVIDER will develop and implement those additional Dane County CMS features for the agreed upon during the strategic planning's CMS Review. Potential features may include, but not be limited to:
 - Branding Header
 - Search (Bing Search)
 - Primary Navigation
 - Utility Navigation
 - Footer Navigation
 - Rotating Hero Banner Module
 - Static Hero Banner Module
 - Social Media Bookmarks
 - Site Map
 - Photo Gallery

- Existing CMS Feature functionality will be reused and repurposed to fit the new theme. ADA compliance modifications may need to be administered. These tasks will be performed by COUNTY and PROVIDER. Those components include:
 - Events and Calendaring
 - Primary Content Block with What You See Is What You Get (WSYWYG) CK Editor
 - Mapping (Google API)
 - Featured content – Multibox
 - Featured content for various purposes
 - Login and Password functionality.
 - Ecommerce wherever present
- PROVIDER will setup the initial page/tree structure.
- PROVIDER will conduct Quality Assurance Testing for development iterations. PROVIDER will respond to Quality Assurance concerns that are in scope, as defined during the strategic planning phase. PROVIDER will prepare an estimate for functional changes or other requests that are out-of-scope for the COUNTY's consideration.

7. Training

- PROVIDER will develop one training guide in PDF format.
- PROVIDER will conduct one in person group training session that is recorded by PROVIDER and provided to COUNTY for future reference. This training session will also be made available virtually for COUNTY employees who are not able to attend an in person training session.

8. Project Management

- PROVIDER shall assign a Project Manager to the website redesign project.
 - The Project Manager will be assigned to the project through final acceptance.
 - Project manager shall meet with the County Project manager on a mutually agreed upon schedule either by telephone or in person throughout the duration of the project.
 - COUNTY may seek removal of PROVIDER's Project Manager and PROVIDER will comply with any such request. PROVIDER and COUNTY shall mutually agree on any replacement of the project manager. COUNTY has the final say in project manager selection in the event of a disagreement.
 - COUNTY may withhold payment to PROVIDER for failure to provide a project manager for the entire term of the project.
- PROVIDER will provide overall project management for this project.
- PROVIDER will offer project planning, will track the timelines and budget for this project, and will plan iterations, story writing, and reviews.

9. Acceptance

- COUNTY reserves the right to be the final determiner of acceptance of each aspect of the project.

Schedule B - Payment

PROVIDER shall bill monthly on the basis of work completed, not to exceed \$299,975.

Strategic Plan:	\$54,985
Design and UX:	\$59,730
Content:	\$40,200
<u>Development & QA:</u>	<u>\$145,060</u>
Total:	\$299,975

PROVIDER Rates

Projects are produced using the hourly rates below.

Development Services	\$140
Frontend Development	\$140
Senior Technical Development	\$165
Creative Services	\$135
Marketing Services	\$135
Senior Level Strategist	\$165
Content Services	\$125
QA Services	\$110
Account Services	\$110
Project Management	\$110

Schedule C – Reports & Deliverables

Weekly reports & conference calls – PROVIDER and COUNTY will have weekly status calls at a mutually agreed upon time. A weekly written status report will consist of a running update of what progress is made, key deliverables and dates, concerns, etc. and will be emailed to Dane County each week.

Face-to-face meetings – Face-to-face meetings will be scheduled at times when key deliverables and reviews occur. The dates of these meetings will be decided upon by COUNTY and PROVIDER.

Iterative reviews – Iterative reviews will occur every two weeks to allow both sides to communicate through smaller changes in the application. Not all parties will be able to participate in all iterative reviews, but if a representative from a particular department is needed, this request will be made the prior day by PROVIDER, when time allows.

Documentation & team communication, bug reporting – Basecamp & Jira will be set up by PROVIDER and used by COUNTY and PROVIDER for all team communication, documentation storage and access, and bug reporting during the testing phases.

Websites Delivered:

All sites below shall be delivered by PROVIDER and become property of COUNTY upon delivery. Sites will support multiple languages through Google Translate and will comply with WCAG 2.0 – AA standards for website accessibility.

1. **A Complete portal site, <https://www.countyofdane.com>**
2. **Department sites to be included within the portal (while maintaining their subdomain structure), listed by Department including all of the related URLs.**

County Executive	https://exec.countyofdane.com/ https://opportunity.countyofdane.com/ http://www.danearts.com/ https://www.dane-econdev.org https://cdbg.countyofdane.com https://climatechange.countyofdane.com/
Department of Administration	https://admin.countyofdane.com/ https://admin.countyofdane.com/budget/ https://admin.countyofdane.com/controller/ https://admin.countyofdane.com/emprel/ https://admin.countyofdane.com/facilitiesManagement/ https://admin.countyofdane.com/insurance/ https://admin.countyofdane.com/riskmanagement/ https://lio.countyofdane.com/
Corporation Counsel	https://corpcnsl.countyofdane.com/ http://www.danechildsupport.com/
Emergency Management	https://em.countyofdane.com/ https://em-ems.countyofdane.com https://emsprotocols.countyofdane.com https://stemi.countyofdane.com http://www.danecallandpump.org/ https://countyofdane.com/lepc/ https://em-flood.countyofdane.com/
Family Court Services	https://familycourtservices.countyofdane.com/

Juvenile Court Program	https://juvenilecourt.countyofdane.com/
Medical Examiner	https://medex.countyofdane.com
Public Safety Communications (9-1-1)	http://www.dane911.com/
Public Works, Highway, Transportation	https://pwht.countyofdane.com http://www.danecountycleansweep.com/ https://www.daneparking.com https://landfill.countyofdane.com https://bids-pwht.countyofdane.com/
Veteran's Service Office	http://www.danevets.com/
Office for Equity and Inclusion	https://oei-exec.countyofdane.com/
Community Outreach	https://communityoutreach.countyofdane.com/
Combined Campaign	https://combined-campaign.countyofdane.com/
Dane County UW Extension	http://www.treeboard.org/ http://www.ifmwi.org/ https://foodcouncil.countyofdane.com/

3. PROVIDER will develop a federated design and templates that are sufficiently flexible to be used by COUNTY to develop these Department sites. The content development, copywriting, and additional design activities for these sites are out of scope for this project. Additional Design Activities (activities beyond those necessary to accomplish #1, #2, and the creation of a federated design and templates) for these sites may be added to this contract by addendum for an additional cost.

These department sites would not be included within the portal, in order to preserve Department branding.

Planning and Development	https://plandev.countyofdane.com/ https://aecstudy.countyofdane.com/ https://townboardactionreport.countyofdane.com/ http://www.daneplan.org/ https://build-plandev.countyofdane.com/
Land and Water Resources	https://lwrд.countyofdane.com/ https://olw-lwrд.countyofdane.com/ https://lcd-lwrд.countyofdane.com/ https://wred-lwrд.countyofdane.com/ https://www.wisaltwise.com/ https://parks-lwrд.countyofdane.com/ https://lussierheritagecenter.com/ http://www.ripple-effects.com/ http://www.takeastake.org/
Human Services	https://danecountyhumanservices.org/ https://aaa.dcdhs.com/ https://capital-im.com/CC_Default.aspx https://cyf-conference.dcdhs.com/ https://crc.countyofdane.com/ https://cosc.countyofdane.com/

<http://www.daneadrc.org/>
<https://jj.dcdhs.com/>
<https://dvinll.dcdhs.com/>
<https://fostercare.dcdhs.com/>
<https://dd-brm.dcdhs.com/>

4. The following websites are permanently out-of-scope for this project:

Department of Administration	http://www.healthyairedane.org/ https://accessdane.countyofdane.com/ http://maintenance.countyofdane.com/ https://printing.countyofdane.com/ https://www.governmentjobs.com/careers/countyofdane http://www.wlion.org/ https://www.danepurchasing.com/ www.connect2dane.com
Airport	http://www.msnaairport.com/
Alliant Energy Center	https://www.alliantenergycenter.com/
Library Service	http://www.dcls.info/
Public Health Madison Dane County	http://www.publichealthmdc.com/
University Extension	https://dane.uwex.edu/
Zoo	http://www.vilas zoo.org/
Land and Water Resources	https://www.reservedane.com/
County Board	https://dane.legistar.com/Calendar.aspx

Schedule D – Timeline

Task Name	Duration	Start	Finish	Predecessors	Resource Names
Strategic Planning	60 days	Mon 4/30/18	Fri 7/20/18		
Initial Project Review/Kickoff Meeting	5 days	Mon 4/30/18	Fri 5/4/18		Ascedia/Dane County
Technical Kickoff Meeting (w/ Dane County IT)	5 days	Mon 5/7/18	Fri 5/11/18	2	Ascedia/Dane County
Strategic Planning (User Journeys, Department Interviews, etc)	45 days	Mon 5/14/18	Fri 7/13/18	3	Ascedia/Dane County
Strategic Planning Deliverable Review & Finalization	5 days	Mon 7/16/18	Fri 7/20/18	4	Dane County
Design/UX & Content	80 days	Mon 7/23/18	Fri 11/9/18		
Design/UX (Sitemap, Wireframes, VR's, etc)	60 days	Mon 7/23/18	Fri 10/12/18	5	Ascedia/Dane County
Content Development	80 days	Mon 7/23/18	Fri 11/9/18	5	
Development	130 days	Mon 10/15/18	Thu 4/25/19		
Iteration #0 (Dev Setup, Network credentials, Security, etc)	10 days	Mon 10/15/18	Fri 10/26/18	7	Ascedia/Dane County
Iteration #1 Planning	5 days	Mon 10/29/18	Fri 11/2/18	10	Ascedia/Dane County
Iteration #1 Development	15 days	Mon 11/5/18	Tue 11/27/18	11	Ascedia/Dane County
Iteration #1 QA	5 days	Wed 11/28/18	Tue 12/4/18	12	Ascedia
Iteration #1 Review	5 days	Wed 12/5/18	Tue 12/11/18	13	Ascedia/Dane County
Iteration #2 Planning	5 days	Wed 12/12/18	Tue 12/18/18	14	Ascedia/Dane County
Iteration #2 Development	15 days	Wed 12/19/18	Wed 1/16/19	15	Ascedia/Dane County
Iteration #2 QA	5 days	Thu 1/17/19	Thu 1/24/19	16	
Iteration #2 Review	5 days	Fri 1/25/19	Thu 1/31/19	17	Ascedia/Dane County
Iteration #3 Planning	5 days	Fri 2/1/19	Thu 2/7/19	18	Ascedia/Dane County
Iteration #3 Development	15 days	Fri 2/8/19	Thu 2/28/19	19	Ascedia/Dane County
Iteration #3 QA	5 days	Fri 3/1/19	Thu 3/7/19	20	
Iteration #3 Review	5 days	Fri 3/8/19	Thu 3/14/19	21	Ascedia/Dane County
Iteration #4 Planning	5 days	Fri 3/15/19	Thu 3/21/19	22	Ascedia/Dane County
Iteration #4 Development	15 days	Fri 3/22/19	Thu 4/11/19	23	Ascedia/Dane County
Iteration #4 QA	5 days	Fri 4/12/19	Thu 4/18/19	24	
Iteration #4 Review	5 days	Fri 4/19/19	Thu 4/25/19	25	Ascedia/Dane County
Launch	31 days	Fri 4/26/19	Fri 5/24/19		
Deployment Planning & Documentation	5 days	Fri 4/26/19	Thu 5/2/19	26	Ascedia/Dane County
Stakeholder & Internal Review	10 days	Fri 4/26/19	Thu 5/9/19	26	Dane County
Approval to Launch	5 days	Fri 5/10/19	Thu 5/16/19	29	Dane County
Launch	1 day	Fri 5/17/19	Fri 5/17/19	30	Ascedia/Dane County
301 Redirects	2 days	Mon 5/20/19	Tue 5/21/19	31	Dane County
Testing on Production, Support	15 days	Mon 5/20/19	Mon 6/10/19	31	Ascedia/Dane County
Documentation	5 days	Mon 5/20/19	Fri 5/24/19	31	Ascedia/Dane County
Sitecore Training	5 days	Mon 5/20/19	Fri 5/24/19	31	Ascedia/Dane County

Schedule E – Division of Responsibilities

Project Management Scope			
	Ascedia	Dane County	Resource(s)
Project Setup and Initiation			
Conduct kick-off conference call with key stakeholders	✓	✓	All
Develop high-level project schedule	✓		Ascedia PM
Develop Project Management Plan	✓		Ascedia PM
Conduct kick-off meeting with select members of project team	✓	✓	All
Scope Management			
Ensure that all work is within scope of contract	✓	✓	All
Document changes to scope and execute change control process	✓		Ascedia AM / PM
Maintain list and status of project deliverables	✓		Ascedia PM
Maintain Work Breakdown Structure (WBS)	✓		Ascedia PM
Schedule Management			
Create and maintain schedule and status of deliverables	✓		Ascedia PM
Maintain schedule as need arises	✓		Ascedia PM
Assign resources to project schedule	✓	✓	Ascedia PM / Dane Co

Manage team resources in schedule	✓	✓	Ascedia PM / Dane Co
Communicate impact of scheduling conflict between multiple CA projects	✓		Ascedia AM/PM

Financial Management

Track actual hours and expenses	✓		Ascedia AM/PM
Report project expenditures vs. budget	✓		Ascedia AM
Review reports and invoices for accuracy	✓	✓	Ascedia AM / Dane Co
Multi-project consolidated reporting	✓		Ascedia AM

Quality Management

Define and execute formal deliverable review process	✓		Ascedia PM
Establish Dane County's project readiness		✓	Dane Co
<i>Document requirements for operational readiness and incorporate into schedule</i>	✓	✓	Dane Co
Facilitate deliverable review meetings	✓		Ascedia PM

Risk and Issue Management

Track and manage product risks and issues	✓		All
Track and manage technical project risks and issues	✓		Ascedia Lead Technical
<i>Track and manage project risks and issues</i>	✓	✓	All

Resource Management -

<i>Identify and assign properly qualified Content Author resources (with Dane County Approval)</i>		✓	Dane Co
Determine and document Dane County resources required for project		✓	Dane Co
Integrate Dane County resources into the project schedule	✓		Ascedia PM

Communications Management

Weekly status report	✓		Ascedia AM
Weekly status meeting	✓	✓	Ascedia PM / Dane Co
Facilitate requirements gathering meetings	✓	✓	Ascedia AM/PM / Dane Co
Facilitate design meetings	✓		Ascedia PM
Facilitate meetings for major project decisions	✓		Ascedia AM/PM
Periodic stakeholder meeting	✓	✓	Ascedia / Dane Co
Executive briefing	✓	✓	All

Project Closure

Obtain Dane County signoff upon project completion	✓	✓	Ascedia AM / Dane Co
Project closure conference call	✓		Ascedia PM
<i>Formal project closure meeting</i>	✓	✓	Ascedia AM
Facilitate "Lessons Learned" session	✓		Ascedia AM / Dane