Bid Waiver Form

Revised 01/2024

Short Description of Goods/Services	The Dakcs Beyond system is a debt collection and account receivable management solution design to managing outstanding balances.	Total Cost	$96,595.76	

Vendor Name	Dakcs Beyond ARM	MUNIS #	35307	Req #	

Purchasing Officer	Megan Rogan	Date	10/28/2024
Department	Human Services FMS	Email	Lillethun.Chad@danecounty.gov
Name	Chad Lillethun	Phone	608-242-6431

A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL

Provide a detailed description of the goods/services intended to be purchased:

The Dakcs Beyond ARM system is a cloud-based Accounts Receivable Management (ARM) platform designed to enhance debt collection processes and streamline account workflows.

This highly customizable platform equips Dane County with the necessary tools to manage client account balances, ensure billing compliance, statement generation, record keeping, applies payments, and generate customizable reports.

Total cost is for a 3 year agreement:

Year 1 : $43,952
Year 2: $26,321.88
Year 3: $26,321.88

Send to a Purchasing Officer Once Completed

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Procurement Exception List
☑ **Emergency Procurement**
☑ **Unique and specific technical qualifications are required**
☐ **A special adaptation for a special purpose is required**
☐ **A unique or opportune buying condition exists**
☐ **Only one vendor possesses the unique and singularly available ability to meet the Department's requirements**

Provide a detailed explanation as to why the competitive bidding (RFB/RFP) process cannot be used. Also provide a detailed justification in relation to the Procurement Exception(s) chosen:
Our outdated CUBS system, which is no longer supported by its vendor and operates on an unsupported server, has created an urgent need for a replacement that meets both departmental and client needs. The Dakcs Beyond ARM system aligns with the department's requirements and serves as a suitable replacement for the existing system and is in compliance with HIPPA. This cloud-based Accounts Receivable Management (ARM) platform is designed to optimize the collection processes for our programs. It provides a comprehensive solution for managing the CLTS, BT3, Guardianship, Altcare, and Corrections programs, ensuring accurate billing for our clients. By reducing manual workflows and calculations, the Dakcs system automatically generates monthly billing statements and facilitates the import of payments, applying them directly to client accounts. This streamlined approach enhances the overall efficiency of the department's operations.

Bid Waiver Approval (For Purchasing Use Only)	
☐ **Under $44,000 (Controller)**	
☑ **$44,000+ (Personnel & Finance Committee)**	**Date Approved:**

Send to a Purchasing Officer Once Completed

DAKCS

Sales Order for County of Dane -O-3294

3 Year SaaS Core Services agreement
Tuesday, October 29, 24

DAKCS Software Systems has re-written and updated our Terms of Use for all products and services. Recent developments pertaining to the FDCPA/Reg F and court cases involving the Telephone Consumer Privacy Act have directly affected compliance responsibilities in the use of DAKCS Services. The update to our Terms of Use accommodates these changes to better protect your company and ours. Please review the new Terms at TERMS OF USE prior to signing the below agreement.

DAKCS   2

Software (SaaS Core Services Cloud Solutions)

County of Dane

Quote Number: O-3294
Account Executive: Reid Miller

Quantity	Product Description	Amount
Software – SaaS Solution		
Implementation	Implementation Monthly Fee - Hosting Fees (Pre-Go Live)	$500 per month Pre-Go Live Only
10 Authorized Users	Beyond ARM SaaS Starter Tier 10 Authorized Users 200GB	$26,093.63 Per Year
1 System Setup and Training	System Setup, training, consulting.	$8,000.12 One Time
Custom Development	Account Type Custom Programming 26hrs	*$9,130.00 One Time
Custom Monthly Support	Custom Programming Monthly Support	$228.25 Per Month
	Total Due at Signing:	**$43,952.00**
	Yearly SaaS Total:	**$26,093.63**
	Monthly Custom Support:	**$228.25**

Please be aware that according to Section 12 of the Terms of Use, You and your Authorized Users must obtain appropriate prior consent, as required by the TCPA, before calling/texting a consumer with the system. Proof of this consent must also be maintained for 4 years and be in a form that can be produced on demand for compliance requirements.

Beyond ARM – During the active implementation and before going live, the monthly fee will be charged at the Implementation rate listed above. This rate includes SaaS setup, hosting fees, access to the system during the implementation phase, and project management coordination. After go-live, the rate will change to the amount for your authorized users. The Implementation monthly fee and the Beyond ARM SaaS fee are mutually exclusive (you will never be charged both in a single month). 100% of the first month of the Implementation Fee will be due upon signing and will be billed monthly until the month of go-live, starting at the Project Kickoff Meeting. The "Go-live" event happens after purchased training occurs and end-users begin using the system in a production capacity.

Upon payment receipt, a project manager will be in contact to set up your system as defined within the statement of work. DAKCS will work closely with the Customer to ensure that go-live is scheduled as soon as possible following payment receipt

If DAKCS is required to collect sales tax in your state, taxes will be calculated on applicable items at the time of invoice creation.

Default data backup of at least 2 days.

*The cost for custom development will not exceed the amount quoted for the specifications provided. However, if additional custom work is needed and/or modifications to the existing requirements are requested, then that work will be billed at the regular DAKCS customs rates. With all custom work, an estimate is provided before any work is started and costs are incurred.

THIS IS A LEGAL CONTRACT FOR SERVICES AND THE AUTHORIZATION OF PAYMENT FOR THOSE SERVICES. READ IT CAREFULLY BEFORE SIGNING. BY SIGNING THIS SALES ORDER, YOU AGREE TO BE BOUND BY THE DAKCS SaaS TERMS OF USE WHICH CAN BE FOUND AT TERMS OF USE. YOU ALSO AGREE THAT THIS SALES ORDER (WITH THE ASSOCIATED TERMS OF USE) SUPERSEDES AND REPLACES ANY PRIOR SALES, LICENSE, OR SIMILAR AGREEMENTS BETWEEN YOU AND DAKCS WITH RESPECT TO THE SUBJECT MATTER (PRODUCT OR SERVICE) HEREOF AND THAT ANY SUCH AGREEMENT CURRENTLY IN EFFECT IS HEREBY TERMINATED IN ITS ENTIRETY UNLESS OTHERWISE MUTUALLY AGREED BY YOU AND DAKCS IN WRITING.

County of Dane
CUSTOMER

DAKCS Software Systems, Inc.
PROVIDER

Signature: _____

Signature: _____ *Andy Shumway* _____

Name: _____

Name: _____ Andy Shumway _____

Title: _____

Title: _____ President _____

Date Signed: _____

Date Signed: _____ Nov 08 2024 11:06 MST _____

Contract Effective Date: _____

DAKCS

Automatic Withdrawal Agreement

This Automatic Withdrawal Agreement is made between DAKCS Software Systems, Inc. (herein "DAKCS") and

County of Dane, ("Customer").

Preferred Payment Method

☐   **Bank draft via ACH**

I authorize the monthly (or annual) charges listed on this proposal to be charged by DAKCS Software Systems Inc. to the bank information on file. I acknowledge that I am an authorized signor on this account.

☐   **Credit Card (American Express, VISA, MasterCard, Discover) use the form below.**

I authorize the monthly (or annual) charges listed on this proposal to be charged by DAKCS Software Systems Inc.

For any questions, please contact DAKCS accounting at 801-778-2233.

Monthly fees will be deducted from Customer's Checking/Savings account or credit card.

Scope of work

The work to be performed under this scope of work includes the following deliverables as outlined in the *Technical Document Dane County Analysis* and *Dane County's Business Logic Document*.

System Configuration

Training

Please refer to the *Beyond Installation and Training Checklist.*

Training also consists of five days of virtual web training before go-live. The five days of trainings will be tailor to Dane County's needs and requirements.

Dakcs will also provide post go-live training to resolve any on-going concerns after go-live. The number of session(s) will be determined by Dakcs and Dane County during the implementation phase based on Dane County's needs.

Billing Statement Configurations

Dakcs will assist with the system configuration to enable automatic generation of monthly PDF statements for CLTS, BT3, Guardianship, AltCare, and Correction accounts. All account statements will be consolidated into a single PDF file for streamlined printing. Additionally, individual debtor statements will be generated separately and automatically attached to each debtor's account within the system, ensuring seamless access and record-keeping.

Custom Development

Development of custom tables for Debtor (Child) and Sub Debtors (Parent 1 and Parent 2) for the following programs:

- o CLTS
- o BT3
- o Guardianship
- o AltCare
- o Corrections

Account Generation Program

- o CLTS & BT3 Account programs. Program will be scheduled to run automatically after midnight on the 16th of every month

Import file and Inbound Payment Program

- o Creation of an inbound auto post payment program that will parse payment records in CSV or TAB-delimited format.

Import file:

- A custom import to create and update debtors, sub-debtors and create account types by:
  - CLTS
  - BT3
  - Guardianship
  - AltCare
  - Corrections

Data Conversion/Import:

Dane County (the "Client") shall provide all necessary account and account history data to Dakcs (the "Vendor") for the purpose of migrating from their old system to the Dakcs Beyond system.

- **Preparation**: Dane County shall prepare the debtor and account data for conversion, ensuring it is complete, accurate, and in a compatible format. Dakcs will review this data and ensure the data can be imported.
- **Data review/Testing**: Dakcs shall conduct a review and testing phase, involving sample imports of debtor and account data to verify the accuracy and integrity of the imported information. Dane County will collaborate in validating this data against the original records.
- **Execution**: Dakcs shall execute the final data import according to the import and data mapping.
- **Validation**: Post-import validation will be conducted to confirm that all debtor and account data has been accurately imported.

Roles and Responsibilities

Vendor Responsibilities:

- **Deliverable Development**: Design, develop, and implement all custom deliverables in alignment with the agreed-upon project specifications and timelines.
- **Project Communication:** Maintain consistent and proactive communication with the client, providing regular updates on project progress, potential risks, and any changes to the scope or timeline.
- **Issue Resolution:** Address and resolve any issues or concerns raised by the client promptly, ensuring smooth execution of all project phases.
- **Testing and Quality Assurance:** Conduct thorough testing and quality assurance to ensure that all deliverables meet the highest standards and functional requirements before final submission and go-live.

Client Responsibilities:

- **Timely Feedback:** Actively participate in scheduled project reviews and provide prompt, constructive feedback on deliverables to facilitate progress and avoid delays.
- **Deliverable Approval:** Review, approve, or request revisions to project deliverables in a timely manner, as outlined in the project timeline, to ensure alignment with project goals.
- **Stakeholder Engagement:** Ensure relevant internal stakeholders are engaged in the review process and provide input when necessary to ensure deliverables meet organizational needs.
- **Access and Resources:** Provide the vendor with timely access to any required systems, documentation, or resources needed for the successful completion of the project.

Acceptance Criteria

All deliverables will undergo a formal review process conducted by the client. Acceptance of each deliverable will be contingent upon the following conditions:

Stakeholder Approval:
- Deliverables must be reviewed and approved by key stakeholders designated by the client. Approval will be based on alignment with the agreed-upon project requirements, specifications, and business needs.

Quality Assurance:
- Deliverables must pass all testing and quality assurance processes, ensuring that they function as intended, and are free from critical defects.

Issue Resolution:
- Any issues identified during the review process must be resolved by the vendor to the satisfaction of the client before final acceptance.

Client

Full Name _____

Title _____

Company Name _____

Signature _____

Date _____

Vendor

Full Name _____*Travis Cottle*_____

Title _____Customs & IT Coordinator_____

Company Name _DAKCS Software Systems_____

Signature _____*Travis Cottle*_____

Date _____Nov 08 2024 11:46 MST_____