

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 14011-0-2025-BP

Title: Ambulance Billing

City Agency: Finance

Due Date: July 11, 2025
2:00 PM Central Time

Our Madison – Inclusive, Innovative, & Thriving

1 OPPORTUNITY AND WELCOME

Thank you for your interest in bidding on a City of Madison contract opportunity. The City's [mission](#) is to provide the highest quality service for the common good of our residents and visitors.

The City of Madison Finance is seeking proposals from qualified vendors for Ambulance Billing.

Thank you for considering this opportunity to work with the City and further our mission!

2 IMPORTANT INFORMATION

DEADLINE FOR PROPOSALS: July 11, 2025 at 2:00 PM Central Time.

The City will not accept late proposals. Any changes to the deadlines will be posted as an addendum on the bid distribution websites listed below. See [Section 3.1](#) for instructions for using these websites.

RFP NAME: Ambulance Billing	
DEADLINE FOR QUESTIONS:	The deadline for questions is June 23, 2025 at 2:00 PM Central Time. Questions and/or inquiries must be submitted by email.
CITY'S ANSWERS POSTED BY:	The City's answers to your questions will be posted as an addendum by June 26, 2025. You must check the bid distribution websites for any addendums.
DUE DATE FOR PROPOSALS:	July 11, 2025 2:00 PM Central Time
BID DISTRIBUTION WEBSITES:	https://vendornet.wi.gov/Bids.aspx https://www.demandstar.com/
CONTACT INFORMATION:	Brian Pittelli Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 Phone: (608) 267-4969 Email: bpittelli@cityofmadison.com

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Sample Contract

Form A: Price Proposal and Signature Affidavit

Form B: References

Form C: Vendor Profile

Appendix A – Current Billing and Receipt Information

Appendix B – Sample Business Associated Agreement

Appendix C: Software Acquisition Questionnaire (SAQ) – do not return with your submission

3 HOW TO FIND RFP DOCUMENTS AND CONTACT THE CITY OF MADISON

3.1 Official Bid Distribution Websites – IMPORTANT

The City of Madison posts all requests for proposals (RFPs), addendums, updates, awards, and announcements on two websites: VendorNet and DemandStar. Both sites are free to register for City of Madison bids.

These two websites are the only places to get the official RFP and updates to the RFP.

Updates and addendums will only be posted on these websites. It is your responsibility to check the websites for updates and “addendums.” An addendum is a document that answers questions from bidders. It could make important changes to the RFP. **If the addendum requires a response, and you fail to respond to it, you could be disqualified.**

State of Wisconsin VendorNet System	State of Wisconsin and local government bid network. Registration is free. Search for City of Madison in the Agency search field.
VendorNet link	https://vendornet.wi.gov/Bids.aspx
DemandStar by Onvia	National bid network. Free subscription is available. Sign up for the free “Basic Plan” and select Wisconsin Association for Public Procurement (WAPP) as the agency to access City of Madison RFPs.
DemandStar link	https://www.demandstar.com/app/agencies/wisconsin/city-of-madison-purchasing-services/procurement-opportunities/573ff565-ce2b-4c75-86ec-401cd5abf736/
Register on DemandStar	www.demandstar.com/app/registration

3.2 Contact Information

City of Madison Purchasing Contact (Buyer)	Brian Pittelli Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 PH: (608) 267-4969 bpittelli@cityofmadison.com
Questions about Affirmative Action Plans	Contract Compliance, Department of Civil Rights 210 Martin Luther King, Jr. Blvd. Room 523 City-County Building Madison, WI 53703 PH: (608) 266-4910 dcr@cityofmadison.com
Email note	Some email to the City gets lost in “spam.” If you send the City an email and you do not hear back within 3 days, please call the Buyer at (608) 267-4969.

4 OUR PURCHASING VALUES

4.1 Local Preference Purchasing Policy

The City of Madison gives preference to local vendors and suppliers. You must be registered with the City as a local vendor by the RFP due date to get preference points. Learn more and register at the City of Madison website: www.cityofmadison.com/finance/purchasing/local-businesses/register-business/

If you are a local vendor, be sure to complete the Local Vendor section on Form C.

4.2 Equity in Contracting

The mission of the City of Madison is to provide the highest quality service for the common good of our residents and visitors. The City's [values](#) include

- Equity - fairness, justice and equal outcomes for all, and
- Shared prosperity - where all are able to achieve economic success and social mobility.

It is our goal to spend money equitably among businesses owned by women, people of color, and small businesses. Our contractors should reflect shared dedication to equity in their work and employment practices, and we invite you to become part of this mission!

4.3 Equitable Hiring & Affirmative Action Plan

Affirmative Action Plan The City of Madison values diversity in hiring and contracting. We expect our contractors to do the same. Contractors with 15 or more employees and more than \$50,000 in annual contracts with the City (each calendar year) must submit an **Affirmative Action Plan**.

Information about the Affirmative Action Plan and how to comply is found here: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

Or call the Affirmative Action Division at (608) 266-4910.

See **Section 13. B. of the Sample Contract** for Affirmative Action Plan requirements.

Job Openings in Dane County You must notify the City of openings for jobs in Dane County, Wisconsin if you have 15 or more employees. You must agree to interview candidates that we refer to you through our Referrals and Interviews for Sustainable Employment (RaISE) program. Information is here: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The job posting requirement is found in **Section 13 A. of the Sample Contract**.

4.4 Limitations on Nuclear Weapons Producers

It is the City's policy not to make purchases from companies that produce nuclear weapons, or their subsidiaries. See [Common Council Resolution 79719](#) for more information.

4.5 Sweatfree Purchasing

It is the City's policy not to purchase apparel (clothes made from textiles, shoes, footwear) from vendors who source their materials from sweatshops, where labor practices are inconsistent with international standards of human rights. See Madison General Ordinances Section 4.25 (https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOICH1--10_CH4FI_4.25PRITAP) for more information.

5 SCOPE OF WORK AND REQUIRED INFORMATION

5.1 Emergency Medical Service

The City of Madison encompasses 84.9 square miles and has a population of 286,785. The EMS section of the Fire Department has 106 paramedics trained to provide Advanced Life Support to patients. The Department has 15 ambulances (9 units are staffed and in service on a daily basis, 10 when there are special events) and transports nearly 22,000 patients per year to area hospitals.

5.2 2024 Ambulance User Fees

Table 2-1: User Fees

Type	BLS	ALS1	ALS2
Resident	\$1,410	\$1,410	\$1,410
Non-Resident	\$1,410	\$1,410	\$1,410

Mileage is charged at \$16.00 per mile. Currently, the City does not bill for non-transports or supplies.

Mileage is based on miles from the point of pick up to the hospital (round up to whole miles). The average mileage per transport in 2024 was 5.6 miles.

All fees are based on the patient's medical treatments. Patients requiring routine treatments are Basic Life Support (BLS). Patients requiring an IV or heart monitor are Advanced Life Support, Level 1 (ALS1). Patients requiring an Advanced Life Support procedure or 3 medications given in an ALS manner are Advanced Life Support, Level 2 (ALS2).

The City currently transports to five hospitals:

East Madison Hospital, 4602 Eastpark Blvd, Madison, WI 53718
 UnityPoint Health/Meriter Hospital, 202 S Park Street, Madison WI 53715
 St. Mary's Hospital, 707 S Mills Street, Madison WI 53715
 University Hospital, 600 Highland Avenue, Madison WI 53792
 VA Hospital, 2500 Overlook Terrace, Madison WI 53705

5.3 Current Billing and Receipt Information

Please see details on Appendix A – Current Billing and Receipt Information

The City does not participate with any private insurance companies.

5.4 Waiver and Installment Programs

The City offers a Hardship Waiver program designed to help individuals with no insurance or resources to pay the Ambulance user fee. The schedule below provides the percent of fee waived based on total family income and number of individuals in household.

Table2- 4: Hardship Waiver Schedule

Total Family Income	Number of People in Household			
	1	2	3	4+
\$0 – \$45,180	100%	100%	100%	100%
\$45,181 – \$53,250	80%	100%	100%	100%
\$53,251 – \$61,320	60%	100%	100%	100%
\$61,321 – \$69,390	40%	80%	100%	100%
\$69,391 – \$77,460	20%	60%	100%	100%
\$77,461 – \$85,530	0	40%	80%	100%
\$85,531 – \$93,600	0	20%	60%	100%
\$93,601 – \$101,670	0	0	40%	80%
\$101,671 – \$109,740	0	0	20%	60%
\$109,741 – \$117,810	0	0	0	40%
\$117,811 – \$125,880	0	0	0	20%
\$125,881 +	0	0	0	0

In addition, the City offers a maximum 12 month installment payment plan for patients unable to pay their invoice in full when due.

In 2022 there were 102 hardship write offs totaling \$77,383. In 2023 there were 154 hardship write offs totaling \$104,266.

5.5 Service Requirements

Billing Services

- Proposer shall be capable of interface with ImageTrend Elite patient care reporting system.
- Proposer shall provide system capable of managing and processing patient accounts, charges, responsible party, invoices and claims, receipts, account disposition and comments with all related documentation and correspondence. Proposer shall provide City with secure online access to view and audit these records.
- Proposer is solely responsible for all data entry, verification and follow-up of patient information. Proposer shall utilize available resources and databases to obtain patient billing and insurance information. All software used, including upgrades and maintenance shall be provided at the Proposer's expense.
- Proposer shall be able to prepare ambulance transport invoices according to the rates established by the City, guidelines and procedures established by the Proposer and City, within all applicable laws and regulations including those for Medicare and Medicaid Services (CMS).
- Proposer shall be able to include supply charges on ambulance transport invoices should the City change its policy in the future.

- Proposer shall be able to prepare ambulance non-transport invoices according to the rates established by the City, guidelines and procedures established by the Proposer and City, within all applicable laws and regulations including those for Medicare and Medicaid Services (CMS) should the City change its policy in the future.
- The expectation of the City is that the initial invoices will be processed within five (5) business days of patient care report completion.
- Proposer shall provide timely review of claims to verify completeness, accuracy and compliance.
- The City currently fulfills report requests. However, the proposer must be responsible for complying with HIPAA patient disclosure requirements when needed.
- Proposer shall have the ability to forward all invoices and claims to the responsible party. Proposer must be currently filing Medicare and Medicaid claims electronically via ANSI electronic formats. All invoice and claim processing costs shall be provided at the Proposer's expense.

Collection Services

- Receipts shall be posted to patient accounts within three business days of receiving payment.
- Proposer shall provide all account maintenance and follow-up which may include researching denials, processing appeals, claim re-submission, invoice balance due, secondary insurance claims, required write-off and refund processing.
- Proposer shall implement and follow the City's waiver and installment programs.
- Proposer shall facilitate transfer of accounts to a third-party collection agency. The City currently utilizes Recovery Management Solutions (RMS) as the collection agency.

Reporting Services

- Proposer shall provide the City online secure access to reports. The City shall have the ability to generate the following reports (at a minimum) in summary and detail and for a specified time period.
 1. EOM Summary – Collection Report by Financial Class
 2. EOM Summary – Billing Activity Summary
 3. EOM Summary – Management Summary (billing, payments, returned)
 4. EOM Summary – AR aged Trial Balance
 5. Monthly Summary by Date of Service, Financial Class, and Level of Service
 6. Deposit Report by Date of Service and Deposit Date
 7. Not Medically Necessary and Invalid Signature Reports
 8. List of Refunds the City needs to issue with supporting documentation
 9. Raw data for statistical analysis

5.6 Term

The proposed term of this contract is one (1) year with up to four (4) optional extensions for one (1) year each upon mutual agreement between the City of Madison and selected vendor.

5.7 Virtual demonstrations

Finalists must be prepared to make virtual demonstrations to the City of Madison evaluation panel. More information will be provided to the finalists.

5.8 Required Information and Content of Proposals

Responses must be in the same sequence as listed and must be identified with the corresponding question number, i.e., Question 1, Question 2, etc. Please limit the response to ten (10) pages total. The percentage of the total score that each question is worth is listed as [x] in each question.

1. Firm/Team - Describe your team. State firm or firms that will be on the team, location of the office from which this engagement will be serviced, and the range of activities performed by the firm/team. [2.5%]
2. Team Members - Describe individual team members. Include names, titles, roles, and responsibilities for each team member. Identify the project manager and primary contact. [2.5%]
3. Please confirm that you will be able to meet all requirements in Section 2.5 Service Requirements. If you cannot meet a requirement, please explain. [5%]
4. Discuss your organization's specific abilities to provide ambulance billing services including detail of the billing system and processes. Please indicate whether the software used is proprietary or third-party. [5%]
5. Discuss your organization's specific abilities to consult with the City regarding its current operations and make recommendations for efficiency and potential increases in collection percentage and revenue. [5%]
6. Detail your experience interfacing with third-party patient care reporting systems – specifically the ImageTrend Elite software. [5%]
7. Discuss information required for bill processing and the extent of assistance required from City staff. [5%]
8. Discuss your approach to aged accounts including steps used for follow-up. [5%]
9. Describe your compliance program and how the program meets or exceeds the requirements of CMS, HIPAA, and identity theft, and account collection regulations. [5%]
10. Describe your efforts to establish and maintain a system of internal controls. Please include the most recent SSAE report. Further, discuss your experience and timeliness working with a municipal client audit firm's request for information/documentation. The City will be requesting your SSAE report on an annual basis to be included in our annual audit. [5%]
11. Please give a confirmation on the maximum amount of time for a response to a request by a patient, attorney, insurance provider, and/or City of Madison staff representative. [5%]
12. How are you ensuring that data that is gathered is accurate? What safeguards do you have in place to ensure that inaccurate or confidential data does not get dispersed? [5%]
13. Describe your process to ensure that a hardship waiver sent by any patient is received. Is there a way to do this electronically? [5%]
14. Please list the steps you will take to ensure that the City can access all information and documents in reference to communication between you and the client. [5%]

5.9 Pricing Proposal

Please reference Excel File A2. Complete the required information and submit back as a separate Excel file. Do not convert to a pdf.

5.10 Basis for Selection

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluators shall use both objective and subjective analysis to award the contract to the best and lowest proposal. An interview may be conducted with any vendor.

Required Information and Content of Proposals	65%
Cost Proposal	30%
Local Vendor	5%
Total	100%

Vendors that are shortlisted for the final round will be asked to complete Appendix C, the Software Acquisition Requirements. Please do not submit this with your proposal.

6 HOW TO SUBMIT YOUR PROPOSAL

6.1 Proposal Checklist

Required Documents to Submit:		
Answers to questions asked in Section 5.8.		
Required Forms to Submit:		
Form A: Price Proposal and Signature Affidavit		
Form A2: Pricing Excel Workbook		
Form B: References		
Form C: Vendor Profile		
RFP ADDENDUM		
Check the bid websites for any addendum. See Section 3.1 .		
<ul style="list-style-type: none"> You can use the area below to track addendums. An addendum might require you to submit additional documents. Make sure to read it carefully and send any additional documents. 		
Addendum # (if any)	Have you read it?	Have you submitted any documents required by the addendum?
Addendum # _____		
Addendum # _____		

6.2 Submit your Proposal by the Deadline

Submit your proposal by email to City of Madison Purchasing Services by July 11, 2025 at 2:00 PM Central Time.

- Make sure your proposal is complete (see [checklist](#) above) and readable.
- **Include RFP 14011-0-2025-BP in the email subject line.**
- **Email proposals to: bids@cityofmadison.com**
- Do not send your proposal to any other City email or agency
- If you cannot send your proposal by email, please contact the Buyer at (608) 267-4969

You must include RFP 14011-0-2025-BP on your proposal and all other communication to the City. **For email, include RFP 14011-0-2025-BP in the subject line.**

For example, an email subject line could read: RFP 14011-0-2025-BP Ambulance Billing Questions

6.3 Format

- **Electronic** – proposals are submitted electronically. Exceptions can be made for paper submittals but you must contact the Buyer ahead of time to make those arrangements.
- **Legible and readable** – if not the City might reject it.
- **Simple** – not necessary to include elaborate/ high tech/ expensive graphics or similar features.
- **Complete** – your proposal must include all required sections and forms. See [checklist](#).

6.4 Questions

You can ask questions about the RFP until the **deadline for questions of June 23, 2025 at 2:00 PM Central Time**.

Email questions to Brian Pittelli at bpittelli@cityofmadison.com. Remember to include RFP 14011-0-2025-BP in the subject line.

We post answers to bidder questions as an **addendum** on the bid websites. Check the websites regularly.

6.5 Addendum (Changes or Clarifications to this RFP)

RFP addendums make clarifications, answer bidder questions, make changes to RFP timeline, and provide other important information. Addendums are posted on the bid websites listed in [Section 3.1](#).

IMPORTANT: It is your responsibility to check for addendums. An addendum might require you to submit additional information. Your proposal could be disqualified if you do not:

- **Check the bid websites regularly during the posting period**
- **Read all addendum**
- **Follow the instructions in the addendum**

6.6 Multiple Proposals

You may submit more than one proposal if you are proposing more than one way to fulfill the scope requested by this RFP. If so, each proposal must meet the requirements of the RFP. Clearly label each proposal by number (Proposal #1, Proposal #2) and submit each separately.

6.7 Changing or Withdrawing your Proposal

You may make changes to your proposal before the due date of July 11, 2025 at 2:00 PM Central Time.

You may withdraw your proposal before the due date. After the due date, no proposals may be withdrawn for 90 days or as otherwise provided by law.

6.8 Correcting Errors in your Proposal after the Due Date

The City will notify you if we believe you made an error in your proposal and may allow you to correct the error. The City will decide if correcting the error is in the City's best interest, is fair to the other bidders, and preserves competition. The City will decide whether an error can be corrected and will notify you.

6.9 No Exceptions from Bidders

Exceptions to this RFP are not permitted. The City of Madison reserves the right to reject bids that take exceptions or don't follow the requirements of this RFP. If you ask to change the requirements, specifications, sample contract, or legal terms, that is considered an "exception." A statement that you will not or cannot comply with any part of this RFP or the sample contract will also be considered an "exception." *(If this RFP allows substitutions or alternate solutions, the Scope of Services ([Section 5](#)) will make this clear, and that is not considered an "exception.")*

6.10 You are Responsible for all of your Costs in Making a Proposal

You participate in this RFP at your own expense. You may be asked to attend virtual or in-person meetings, make presentations, give demonstrations, inspect City locations, or make your facilities available for a site inspection. The City will not pay any costs incurred in your preparation of bids, even if this RFP is changed or cancelled.

6.11 Public Records and Trade Secrets

Your response to this RFP is a public record. Wisconsin and other public records laws may require the City to share your proposal or the resulting contract if someone makes a public records request. If a public records request is made, the City's Records Custodian applies the law to decide whether the record must be disclosed, or if any part of the record can be redacted or not disclosed. There are very few exceptions to disclosure under Wisconsin law. One exception is for "trade secrets" as defined by sec. 134.90(1)(c) of the Wisconsin Statutes. It is your responsibility to research trade secrets as defined by Wisconsin law if you think any part of your proposal might be a "trade secret." The City cannot give private legal advice to you. Most things will NOT meet this exception.

You may label items you believe meet this definition as a "trade secret" and submit them separately from the rest of your proposal, **but the City cannot guarantee that information will be treated as a trade secret or confidential.**

Things that are not considered confidential: your proposal or bid in its entirety, price proposal, pricing information, references, or the resulting contract. This is not a complete list.

Preserving competition: To the extent permitted by law, the City intends to withhold proposals under this RFP from public view until competitive or bargaining reasons no longer require it, in the City's opinion. At that time, all proposals will be available for review in accordance with public records laws.

The City will not provide advance notice to bidders prior to releasing any requested public record.

7 RULES FOR THE SELECTION PROCESS

This RFP does not commit the City to award a contract. The City can cancel this RFP at any time. There is no guarantee that the City will award any contract as a result of this RFP. While the City considers this procurement important to City operations, the circumstances could change.

The City might make a partial award. By submitting a proposal you are willing to accept an order for all or part of the items/services. Note in your proposal if you do not agree to accept a partial award.

The City reserves the right to make changes to this RFP. Any changes will be made with an Addendum. Changes could impact due dates or specifications, or could require additional information from all bidders.

The City reserves the right to reject any proposal. We can reject all or part of a proposal without explaining the reason. Proposals could be rejected if they are missing information (non-responsive) or fail to demonstrate that the bidder is responsible and capable of doing the work (not responsible.)

The City may negotiate with finalists or the selected vendor. One or more bidders may need to submit additional technical proposals, best and final price proposals, or other changes to their bids.

Federal or State Laws may apply to this RFP (such as federal regulations or procurement policies that apply to grant funding). Those laws will apply over any conflicting procedure in this RFP.

Responsible and Responsive Bidders You should read the Scope of Work ([Section 5](#)) carefully to determine your ability to perform and complete the work required. This contract will only be awarded to a bidder who is “responsible” and “responsive” and whose bid is most advantageous to the City, with price and other factors considered. This RFP is designed to help the City select responsive and responsible bidders.

“Responsive” means that your proposal responds to all parts of this RFP – it is complete, not missing any information, and addresses all of the required work. Failure to provide all of the information requested in this RFP could result in being considered “not responsive.”

A “Responsible” bidder has demonstrated the ability to perform successfully under the terms of the proposed contract. This includes having adequate financial resources or the ability to obtain them; can perform and deliver on time, delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills. A bidder that cannot demonstrate these things may be considered “not responsible.”

Contractors with past problems with the City The City reserves the right to refuse to accept any bid from any person, firm or corporation who

- owes the City money
- is in default to the City
- has been debarred through an official process such as through the Department of Civil Rights
- has had performance or other problems on past contracts with the City

Such bidders may be deemed “not responsible.”

8 LEGAL CONTRACT REQUIREMENTS

8.1 Sample Contract

You must review the Sample Contract attached to the end of this RFP. This contract* will be used for the work resulting from this RFP.

By submitting a proposal, you are willing to enter into a contract with the terms found in the Sample Contract. Exceptions to the legal terms are not allowed and may result in your proposal being rejected. The City does not negotiate legal terms prior to award.

**While the City strives to provide the most appropriate sample contracts, the City reserves the right to modify the form for any contract resulting from this RFP.*

8.2 Affirmative Action Requirements for Contractors

City contractors must show they hire and promote employees equitably and make their best efforts to have a diverse workforce.

Affirmative Action Plan: Bidders with 15 or more employees that will earn \$50,000 or more in total contracts with the City in the calendar year must file an Affirmative Action Plan (AA plan) with the City. Submit your AA plan online using the form provided by the City. See the sample AA plan for “vendors and suppliers” at: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

Exemptions: Bidders who have fewer than 15 employees or will earn less than \$50,000 in total contracts with the City in the calendar year will be exempt from filing a full AA plan. You will need to fill out a request for exemption form. If you have 15 or more employees, you must complete an exemption form, provide some workforce statistics, and participate in the “RaISE” program.

Release of Payment: The City cannot make any payments under a contract until the Affirmative Action plan or request for exemption form are completed.

Referrals and Interviews for Sustainable Employment (RaISE) Program: The RaISE program is designed to match qualified people to employment. If you have 15 or more employees and are awarded the contract, you must let the City know about all external job openings in Dane County, Wisconsin. You must also agree to interview candidates the City refers to you. See this link for information and instructions: <https://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The City has a **Small Business Enterprise program** described here: <https://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs>. You will be encouraged to provide opportunities for small business enterprises (SBE) to compete for any subcontracts allowed in the contract.

See the Sample Contract, section 13, for all requirements for the City’s Affirmative Action program for contractors. Call the Contract Compliance Specialist at (608) 266-4910 with questions.

8.3 Insurance

All City contractors must provide a Certificate of Insurance. You must carry the insurance policies required by section 27 of the **Sample Contract**. This includes general liability insurance, workers compensation, and could include automobile and professional liability insurance. Please see the instructions and section 27 of the Sample Contract for the insurance requirements.

9 IMPORTANT LEGAL INFORMATION FOR SOFTWARE AND TECHNOLOGY CONTRACTS (Contracts over \$25,000/year)

The City's [Contract for Purchase of Services \(Software/Technology\)](#) must be used as the primary contract when purchasing professional IT services, training, data conversion, implementation, subscriptions, support and maintenance, hosting, and software that is delivered as SaaS. This contract template must be completed and customized for each project. It provides the legal "boilerplate" and mandatory requirements unique to the City of Madison, such as nondiscrimination, affirmative action, public records compliance, and network security.

Software or SaaS Licensing Terms – the contract must include, as attachments, additional legal terms covering the City's use and access to any proprietary software, SaaS, cloud hosting services, and both parties' intellectual property rights.

Vendor Contract Documents and Legal Terms: Madison does not have a standard software license or SaaS subscription agreement. The selected contractor is expected to provide legal terms specific to their software solution. This could include an end user license agreement (EULA), SaaS subscription agreement, Service Level Agreements (SLA) for up time and response times, support and maintenance services, confidentiality language (if any), data security and privacy, sample hosting agreements, and any other contract forms ***appropriate for the proposed solution***. The City may use your contract together with our Contract for Purchase of Services, after review and negotiation by the City Attorney. The City reserves the right to negotiate all contract documents.

The City does not sign vendor contracts or agree that your contract will be the "top" paper, but will negotiate a contract that contains agreed language to protect both parties, using the City's form as the basis for the contract.

Scope of Work (SOW): For projects with implementation or other professional services, the vendor must provide a comprehensive Scope of Work/Scope of Services describing every stage of the project in detail, and may also include a project schedule or methodology for creating the project schedule. The parties will work together to prepare the final SOW to be an attached the contract. If change control procedures are needed, use the attached Change Control Procedure and Form.

Milestone Payment Schedule: The City will pay for implementation or other professional services occurring over a period of time according to a negotiated schedule, with payments conditioned on the City's written acceptance of each milestone, using the attached Payment Milestone Acceptance Procedure and form. Acceptance criteria for each milestone must be included in the SOW.

Hosting, Data Ownership, Security: If your proposal involves SaaS or other cloud hosted services or infrastructure where customer data will be stored, hosted, reviewed or analyzed by the vendor, please be aware that the City of Madison has specific requirements for its data as a unit of government under State of Wisconsin public records laws. In the resulting contract, you will be required to:

- agree to data handling, retrieval and destruction protocols (**See Section 28 in sample POS.**)
- cooperate with any public records requests under Wisconsin law, and indemnify and defend the City of Madison against third party claims resulting from your failure to produce our records to us.
- make the City's data available in a format acceptable to the City for at least ninety (90) days after contract expiration or termination.
- propose data security, back-up and disaster recovery protocols
- The City must approve all data centers and their geographic location, which must be within the U.S. This includes third party data centers such as AWS or Azure.
- Unless otherwise agreed, ownership and all intellectual property rights to the City's data remains with the City of Madison and the City does not license its data for sale or use by any other party.
- Service Level Agreement (SLA) for uptime, response times, and remedies for failing to meet it.

Service Level Agreements (SLA). For any hosted solution, vendors should propose a Service Level Agreement (SLA) with guaranteed uptime, response times, back-up recovery, RTO, RPO. The SLA should also provide remedies for failing to meet those targets, including a system for credits or refunds.

No Indemnification or Liability Caps: The City of Madison does not agree to indemnify, defend or hold harmless any other party including our contracted vendors or other third parties. The City does not agree to limit a contractor's liability to the City for general or direct damages, this includes dollar limits or caps on the contractor's monetary liability. The City does expect our vendor to indemnify us for general claims as well as intellectual property infringement claims against the City resulting from your software/licensed products/services. Our standard indemnification clause is in Section 26 of the POS contract. The vendor must propose an infringement indemnification clause and process.

No fees for early cancelation or termination of services. The City of Madison does not agree to fees or penalties for early termination or cancelation of any portion of the contract. Likewise the City does not agree to pay for future contracted annual services if a multi-year contract must be terminated early. See section 25.B. of the Contract for Purchase of Services. The City expects to negotiate terms for annual services that include the City's right to non-renew or cancel on at least an annual basis, with prior written notice to the vendor, without penalty. Where the City agrees to pay annual fees in advance, such as maintenance, hosting or subscription fees, the City does not expect such fees to be refunded in the event of an early termination.

Click-through EULAs, TOS, TOU and Confidentiality Agreements: Please be aware that our employees are not authorized to bind the City of Madison to contractual terms and therefore, cannot click to accept any end-user license agreements, terms of service, terms of use, privacy policies, or other click-through legal terms. The selected vendor must agree to negotiate any such terms to the City's satisfaction and provide executable copies for signature rather than using click-through agreements. Likewise, the City does not compel its employees to sign confidentiality agreements protecting the contractor's confidential information, rather, we will negotiate any needed confidentiality provisions on behalf of the City as a whole.

NDAs: Due to obligations under public records laws, the City of Madison does not sign non-disclosure agreements and does not compel our employees to sign them. Any confidentiality concerns will be handled as part of negotiated confidentiality provisions in the resulting contract.

Online Terms of Use applicable to external users (the public): The City of Madison takes seriously the privacy and the legal exposure of members of the public who are accessing City services through your system. When applicable, we expect to review all online Terms of Use, Privacy Policies and other legal terms that apply to external users and expect the ability to modify such terms if needed.

IT Network Connection Policy: The cyber security of the City's IT infrastructure is critically important. The policy linked below applies and will be incorporated into the contract if any portion of the services or system will require the vendor to make a connection to the City's network, now or in the future:
<http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc>

(Software/Technology Services)

1. PARTIES.

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
(to be completed by contractor) ☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____.

2. PURPOSE.

The purpose of this Contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

Contractor will perform the following services and be paid according to the following exhibits(s) or attachment(s):

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in exhibit(s) or attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be .

5. COMPENSATION.

It is expressly agreed that in no event will the total compensation under this Contract exceed:

- ☐ the pricing set forth in ____.
- OR ☐ an annual cost of \$_____ per year for the term of this Contract.
- OR ☐ annual pricing as follows:
- Year 1: _____
- Year 2: _____
- Year 3: _____
- Year 4: _____
- Year 5: _____

(Select 1 box and complete all relevant fields for that box. The first box is designed to reference an attachment listed in Section 3.)

6. **BASIS FOR PAYMENT.**

- A. The City will pay the Contractor for the services rendered under this Contract at the Contract price set forth in Section 5.
- B. The Contractor shall submit invoices in a format approved by the City and as may be further specified in attachment(s) listed in Section 3.
- C. The City will pay the Contractor according to the schedule, if any, set forth in attachment(s) listed in Section 3.
- D. If this Contract contains more than one product or service, invoices shall be itemized accordingly.
- E. Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- F. The City has the equitable right to set off against any sum due and payable to the Contractor under this Contract, any amount the City determines the Contractor owes the City, whether arising under this Contract or under any other agreement or otherwise.
- G. Compensation in excess of the total price in Section 5 will not be allowed unless authorized by an amendment under Section 24, Amendment.
- H. The City will not compensate for unsatisfactory performance by the Contractor.

7. ASSIGNABILITY, SUBCONTRACTING, DATA CENTERS AND OUTSOURCING.

- A. Unless expressly stated in the attachment(s) incorporated in Section 3, Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. For purposes of this contract, data centers and third-party software providers are considered subcontractors and must be disclosed and expressly approved in writing by the City. Any use of subcontractors shall comply with all provisions of this Contract applicable to subcontractors.
- B. Data Center Location. Contractor shall host or store the City's data geographically within the continental United States of America ("USA.") Contractor shall not perform or subcontract for the performance of any services under this Contract that require removal of City Data (as defined in sec. 28) to a location outside the USA, and shall not subcontract with any offshore subcontractor for any work under this Contract.

8. **DESIGNATED REPRESENTATIVE.**

Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify the City in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. The City may accept another person as the Contract Agent or may terminate this Contract under Section 25, at its option.

9. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion, if any, specified in the attachment(s) listed in Section 3. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work. Notwithstanding the foregoing or any other provision in this Contract, the parties agree the Covid-19 pandemic is not an unexpected event that will excuse Contractor from any provision of this Contract or otherwise qualify as a force majeure event, absent the City's express written agreement.

10. **EXTRA SERVICES.**

Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NON-DISCRIMINATION.**

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. **The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):**

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. **Articles of Agreement, Request for Exemption, and Release of Payment:**

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or fewer	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City in the calendar year. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent to the address listed below by US Post Office registered or certified mail, return receipt requested, postage prepaid; hand delivered; or via email if a party has provided an email address below. Email notices are presumed delivered on the date the email is sent by the sender.

FOR THE CITY:

(Department or Division Head)

Email:

FOR THE CONTRACTOR:

Email:

16. **INDEPENDENT CONTRACTOR AND TAX INFORMATION.**

It is agreed that Contractor is an independent contractor and not an employee of the City, and any persons who the Contractor utilizes or provides for services under this Contract not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. Contractor, as an independent Contractor, may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that it may be subject to civil and/or criminal penalties for failing to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, accounting of services rendered, and any other reports or documents relevant to the provision of services under this Contract or the enforcement of its provisions. Such documents shall be provided according to the schedule (if any) included in this Contract, or Any

within five (5) business days after Contractor receives the City's written request, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW, VENUE, AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Contract that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICTS OF INTEREST, NON-SOLICITATION OF CITY EMPLOYEES.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or contract with any person currently employed by the City to perform any of the work to be performed under this Contract.
- C. During the term of this Contract and for a period of twelve (12) months thereafter, the Contractor shall not solicit, recruit, hire, or otherwise employ or contract with any City of Madison employee who performs any role for the City that impacts the work under this Contract. The use of regular solicitation efforts such as newspaper or online advertisements, employment agencies, open houses, job fairs, or other widely distributed announcements of job openings and not specifically directed toward City employees involved in the work of this Contract are not considered a violation of this paragraph C.

23. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

24. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

- A. General. The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for (i) damages because of bodily injury, including death at any time resulting therefrom, (ii) damage to property including loss of use thereof, (iii) loss of City Data, (iv) security breach to the City's network (defined in Section 31), (v) violation of section 33 (WCAG), (vi) breach of any confidentiality clauses incorporated in Section 3, (vii) violation of applicable privacy laws, and (viii) third party claims for intellectual property infringement unless the same is provided for in an attachment or exhibit listed in section 3; arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement. An allegation of negligence on the part of the City, its officers, officials, agents, or its employees shall not relieve Contractor of its obligations under this paragraph A.
- B. Intellectual Property Infringement. Contractor shall indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against third party claims of intellectual property infringement as set forth in an exhibit or attachment referenced in Section 3. If the exhibit(s) or attachment(s) do not include a provision for their party claims of intellectual property indemnification by the Contractor, then paragraph A above shall apply to such claims.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability. The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless

determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and non-contributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Worker's Compensation. The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional/Technology Errors & Omissions. The Contractor shall procure and maintain Professional liability insurance, covering technology errors and omissions, with coverage of not less than \$2,000,000 per claim and in the aggregate. Coverage shall include, but not be limited to, both liability and property loss exposures including technology services, technology products, media content, and business interruption; and negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed or contracted by Contractor. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Cyber Liability. Contractor shall procure and maintain during the life of this Contract, Cyber and Privacy insurance with limits of not less than \$2,000,000 per claim and in the aggregate. Coverage shall include, but not be limited to, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; security incidents, security breach, privacy breach, the failure to protect and disclosure of personally identifiable information, payment card information, and health information; and violation of any federal, state or local law or regulation in connection with the protection of information, including coverage for fines and penalties to the extent allowed by applicable law. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **CITY DATA, ACCESS, BACK-UP, SECURITY, PUBLIC RECORDS.**

- A. **Ownership of City Data.** All of the data uploaded, submitted, or posted by the City and its end users and customers under this Contract, and all data prepared by the Contractor for the City under this Contract, including the City's confidential information and Personal Data defined below (hereafter, "City Data") shall remain the City's data and be owned by the City. Such data may be further defined in the attachment(s) incorporated in section 3 if expressly agreed by the City in writing. Notwithstanding anything to the contrary, including the attachment(s) incorporated in Section 3, Contractor shall use City Data solely for the purpose of providing the services to the City as described in this Contract, and Contractor acquires no rights to and shall not sell, share, duplicate, publish, or create derivative works from the City Data, unless expressly agreed in writing by the City. Subject to and only with the City's express written agreement incorporated into this Contract, Contractor may acquire rights to certain anonymous and aggregate data and may use such data only as expressly described in this Contract.
- B. **City Access to Records and Handling of Records.** The City shall have the right to access, export and retrieve all City Data and any other data meeting the definition of "Records" below, in a format acceptable to the City, at no additional cost, during the term of this Contract and for ninety (90) days from the date of termination or expiration or expiration of this Contract. Unless otherwise expressly agreed in writing in attachment(s) incorporated in Section 3 or otherwise agreed in writing by the parties, Contractor shall return or destroy all City Data promptly after ninety (90) days from the expiration or termination of this Contract.
- C. **Back-Up and Recovery.** Unless otherwise agreed in writing, Contractor is responsible for creating, maintaining, and testing backup copies of City Data. Contractor is responsible for an orderly and timely recovery of its services and City Data in the event of a service interruption. Contractor shall employ back up strategies and replicate data to a fully redundant disaster recovery site that meets, at a minimum, the specifications described in Contractor's Software Acquisition Questionnaire submitted to the City. Backup copies of City Data shall not be included in calculating any maximum data storage allotted to the City under this Contract.

- D. Security, PCI, HIPAA. Contractor shall implement and maintain appropriate administrative, physical, and technical safeguards and procedures, policies and technology for the protection of the security, confidentiality and integrity of City Data, including any confidential information of the City, to a degree that complies at a minimum with (i) the City's Network Connection Policy in section 31, (ii) Contractor's applicable availability and security policies, and (iii) Contractor's most recent Software Acquisition Questionnaire submitted to the City. Such safeguards shall include measures designed to protect against the unauthorized access to or disclosure of City Data, the City's network as defined in section 31, and the City's confidential information. For purposes of this section the City's confidential information includes any personal data or personally identifiable information of the City, its employees, customers, and end users ("Personal Data.") If any Personal Data or other sensitive data is transmitted, stored, or processed by the Contractor under this Contract, Contractor's safeguards shall comply with all applicable privacy laws and other laws or regulations relating directly to the transmission, storage and processing of such data. If this contract includes payment processing or payment gateway services to handle payment card transactions on the City's behalf, the Contractor and any relevant subcontractors, including data centers, shall comply with all relevant Payment Card Industry Data Security Standards (PCI DSS) and the parties shall agree in writing to additional terms for the same, to be incorporated herein. If this Contract involves Protected Health Information subject to the HIPAA privacy rule under the Health Insurance Portability and Accountability Act and subsequent applicable regulation, the parties shall execute a business associate agreement or other appropriate document as required by such laws.

- E. Notification of Incident or Breach. Contractor shall meet all industry standard and applicable legal and regulatory requirements for the identification, notification, and escalation of a security incident, security breach, data breach, or privacy breach.

Contractor shall immediately notify the City if Contractor becomes aware of any of the following: a security incident, security breach, data breach, or privacy breach involving City Data where City Data or confidential information has been accessed, disclosed, or acquired by anyone without proper authorization, or in violation of any applicable privacy laws, or contrary to the terms of this Contract, or unauthorized access to the City's Network as defined in the City's Network Connection policy found here: <https://www.cityofmadison.com/attorney/documents/posNetworkConnection.docx>.

Contractor shall notify the City first by calling the IT Help Desk at (608) 266-4193 (available 24/7) followed up by an immediate written email notification to IT@cityofmadison.com.

Contractor shall cooperate with the City regarding recovery and remediation. If so required, and at the City's option, Contractor shall provide, at Contractor's expense, all written notices to persons affected by any such incident or breach in accordance with applicable federal and state data or privacy breach notification laws.

- F. Mitigation and Cost. Contractor shall take all actions necessary to mitigate any breach or incident described in paragraph E. to preserve forensic evidence, to return the City's services to standard operability, and as may be required by law. Contractor shall bear all reasonable costs and expenses for remedial and mitigation actions incurred as a result of an incident or breach resulting from a vulnerability to Contractor's product(s), network(s), or computer system(s) and those of its subcontractors including any third party data centers, if caused directly or indirectly by Contractor. Such costs include but are not limited to the administrative cost of opening and closing accounts, notifications, print and mailing, and obtaining credit monitoring services and identity theft insurance for those whose Personal Data has or may have been compromised, regulatory investigations, fines, penalties, enforcement actions and settlements.

- G. Order of Precedence: If Contractor's quote, any online terms of the Contractor, or any of the attachments or exhibits incorporated in section 3 include definitions for security incident or breach, data breach, privacy breach, and the like, the broader definition shall control and shall be substituted for the definition herein.

In the event of any conflict in language between this Section 28 and Contractor's quote, any online terms of the Contractor, and any attachment or exhibit incorporated in section 3 herein, the language that provides stronger protection for the City, City Data, the City's Network, its customers and end users shall control and supersede any directly conflicting language in the other document.

- H. Cooperation with Public Records Requests.

1. Cooperation by Contractor. This section applies to "Records" of the City, as defined below:

- i. Records Under the Wisconsin Public Records Laws. As a Wisconsin municipality, the City must comply with requests to produce records under sections 19.31 to 19.37 of the Wisconsin Statutes, the "Wisconsin Public Records Laws." In this section, "Records" are as defined in Wis. Stat. §19.32(2) and include Contractor's Records described in Wis. Stat. §19.36(3). Records fall into two categories: (1) Records prepared by the Contractor in the course of providing services under this Contract and (2) Records originating with the City that are provided to Contractor under this Contract. The City is the Custodian of all of the City's Records, including the City Data and any other data or information provided to Contractor under this Contract, and as such, the City shall make a final determination under the Wisconsin Public Records Laws as to whether to allow public inspection or release of such Records. Contractor acknowledges that the City cannot hire a contractor to conduct public business with the purpose or effect of evading the City's responsibilities under the Wisconsin Public Records Laws.
- ii. Duty to Cooperate with City Records Custodians. Contractor shall cooperate and coordinate concerning any requests by third parties brought under the Wisconsin Public Records Laws for inspection or production of Records in the possession of Contractor or its subcontractors (including data centers) under this Contract. Contractor agrees to produce any and all records under this Contract that are requested by a City records custodian (defined in Wis. Stats. § 19.33, hereafter, "Custodian") in response to a request received by the City from any member of the public. Contractor shall produce such records within ten (10) business days from the date requested by the Custodian or another mutually agreeable time. At the time such records are delivered to the City the Contractor shall inform the Custodian, in writing, of any and of all reasons Contractor believes that

such records, or identified portions thereof, should not be publicly disclosed. The Custodian shall notify the Contractor, in writing, whether the Custodian agrees or disagrees with such reasoning, of the Custodian's intent to disclose records, the date such disclosure will be made, and the name and address of the requester of the records. The City has no obligation to withhold Records at the request of Contractor, absent a court order.

If Contractor fails to produce Records as defined above in response to a request from the City resulting from a third party's request under the Open Records laws, or if the City should decide to withhold Records produced under this Contract at the Contractor's request and any third party commences an action against the City of Madison or an officer, official, agent, employee, or its Custodian as a result of this decision, Contractor shall indemnify, defend and hold harmless the City's Records Custodian, the City of Madison, and its officers, officials, agents, and employees from all loss, risk of loss, claims, judgments and damages (including expenses, costs and actual attorney fees), sustained or incurred because or by reason of any claim, demand, suit, action, judgment, execution, for damages for any kind alleged to have been caused by, resulting from, arising out of or in any manner related to the failure to release or produce Records. The City shall give prompt notice of any such claim or action that may trigger Contractor's obligations under this paragraph, using the notice procedures set forth in this Contract.

2. Disclosure by the City. Any provision regarding the Contractor's confidential or proprietary information in Contractor's quote, any online terms of the Contractor, or the attachments referenced in Section 3 shall not apply to the City's disclosure in response to a public records request when, in the sole discretion of the City's records custodian, the disclosure is required by the Wisconsin Public Records laws as defined below and not exempt as a Trade Secret as defined in Wis. Stat. §134.90(1)(c).

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

- A. **DEFINITIONS.** For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

- C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **IT NETWORK CONNECTION POLICY.**

If this Contract includes services such as support, software maintenance, network services, and/or system development services that will require Contractor to make a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.docx is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

32. **GASB.**

During the term of this Contract and for twelve (12) months thereafter, Contractor shall provide all information requested by the City and/or its contracted auditor necessary for the City to comply with applicable Government Accountability Standards Board (GASB) standards, including but not limited to GASB Statement No. 87 (Leases) and GASB Statement No. 96 (Subscription-Based Information Technology Arrangements). If applicable, Contractor shall structure its activities, invoices, and record-keeping under this Contract to provide the City with all necessary cost elements for the City's GASB compliance, including but not limited to: Lease Term in Years, Discount Rates, Separates Multiple components (Equipment from Software), Lease Incentives, Buy-Outs, Amendments to the Terms, and cooperate with all other requests of the City and its auditor as the City deems necessary for its GASB compliance. Contractor shall comply with all applicable Securities and Exchange Commission (SEC) regulations.

33. **WEB AND MOBILE ACCESSIBILITY COMPLIANCE (WCAG).**

The City of Madison, as a local government entity, is required by Title II of the Americans with Disabilities Act (ADA) and its implementing regulations at 28 CFR 35 Subpart H (hereafter the "Accessibility Rule") to ensure that all Web Content and Mobile Applications, as defined in 28 CFR 35.104, are readily accessible to and usable by individuals with disabilities. As of the effective date of this Contract, the Accessibility Rule adopts Web Content Accessibility Guide (WCAG) version 2.1 and requires compliance with WCAG 2.1 success criteria levels A and AA no later than April 24, 2026.

Therefore, Contractor shall cause any and all Web Content and Mobile Applications provided under this Contract to comply with WCAG 2.1 Level AA or higher as demonstrated using the Information Technology Industry Council's Voluntary Product Accessibility Template VPAT ® version 2.5 WCAG (November 2023) (or an updated version of the VPAT designed for enforcement of the Accessibility Rule, or a similar compliance tool if specified by the City) no later than April 24, 2026 and for the term of this Contract.

Contractor shall continue to ensure its Web Content and Mobile Applications provided under this Contract comply with the current version of the Accessibility Rule if that rule is amended during the term of this Contract. Contractor agrees to complete and provide the City updated compliance report(s) upon request during the term of this Contract, which may include updated versions of the VPAT ® that conform with any amendment to the Accessibility Rule, and cooperate with the City's compliance review process.

Failure to comply with this section when required by the Accessibility Rule shall be considered a material breach and subject to immediate termination of this Contract upon written notice by the City. Alternatively and without waiving any available remedy, the City may withhold payments due to the Contractor until compliance is achieved or the parties have agreed in writing on plan to reach compliance or meet applicable exceptions under the Accessibility Rule.

34. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

35. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____

(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By: _____

Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

By: _____

Maribeth Witzel-Behl, City Clerk

Date: _____

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Michael Haas, City Attorney

Date: _____

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____

Mary Richards, Procurement Supervisor

Date

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a) (contracts up to \$75,000 in total or up to \$75,000 per year for software and technology services are exempt.)
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive selection. (If more than \$75,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

For City Use Only: SIGNATURE INSTRUCTIONS WHEN SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.



Form A: Price Proposal and Signature Affidavit

RFP #:

This form must be returned with your response.

PRICE PROPOSAL

Prepare your price proposal as follows:

- **All Inclusive** – Your price proposal must cover all direct and indirect necessary expenses including but not limited to; travel, telephone, copying, and other out-of-pocket expenses.
- **Not To Exceed** – The actual fees must not exceed the amount specified in your price proposal.
- **Fixed Fee** – All prices outlined in your proposal must remain fixed and valid for the entire length of the contract and any/all renewals.
- **Unit Pricing, where applicable** - For any given item, the quantity multiplied by the unit price establishes the extended price. If an apparent mistake exists in the extended price, the unit price will be used in the bid/proposal evaluation.
- **FOB (Free on Board) Destination Freight Prepaid and Allowed** – If goods are included, you are responsible for the cost of delivering all goods to our location, including handling, delivery, transportation, and insurance charges. Failure to bid FOB Destination Freight Prepaid and Allowed may disqualify your proposal.
- **Do not include sales tax in your proposal.** The City of Madison is exempt from federal excise taxes and State of Wisconsin taxes per section 77.54(9a) of the Wisconsin Statutes.
 - CES No. 008-1020421147-08
 - Wisconsin Department of Revenue Form S-211:
<https://www.cityofmadison.com/finance/purchasing/vendor-resources/letter-of-credit/wisconsin-department-of-revenue-form-s-211>.

Please complete Excel Workbook A2. When you submit your response, do not convert to a pdf. Send as an Excel workbook.

COMPANY NAME



Form A: Price Proposal and Signature Affidavit

RFP #:

SIGNATURE AFFIDAVIT

Proposer's Certification:

By submitting this proposal, we certify that:

- This entire proposal, including the Price Proposal, has been developed independently and not in collusion with other proposers or anyone competing for the award of this RFP.
- We have not knowingly disclosed the contents of this proposal to any other proposer, anyone competing for the award of this RFP.
- We have not taken any action that would interfere with free competition on this RFP.
- We have not violated any laws in the submission of this proposal or participation this RFP.
- All information in this proposal is true and accurate to the best of our knowledge.

Agreement to comply with all terms of RFP: By submitting this proposal, we agree to comply with all of the terms, conditions, and specifications of this RFP, the sample contract, and any contract awarded under this RFP.

COMPANY NAME

SIGNATURE

DATE

NAME OF PERSON SIGNING

TITLE OF PERSON SIGNING



Form B: References

RFP #:

This form must be returned with your response.

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #2 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #3 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

ORGANIZATION/COMPANY NAME



Form C: Vendor Profile

RFP #:

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms:

<https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

<https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>

CHECK ONLY ONE:

☐ **Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: _____

☐ **No**, we are not a local vendor or have not registered.

Appendix A:

Current Billing and Receipt Information

2024		Billable Incidents	Sum of Gross Charges	Sum of Cont Allow	Sum of Net Charges	Sum of Rev Adj	Sum of Payments	Sum of Write Offs	Sum of Refunds	Sum of Balance Due
Facility	ALS	53	\$79,954	\$23,818	\$56,136	\$0	\$39,643	\$1,560	-\$2,479	\$17,412
Facility	ALS2	2	\$2,922	\$1,908	\$1,014	\$0	\$569	\$0	\$0	\$445
Facility	BLS	37	\$54,940	\$19,876	\$35,064	-\$4	\$23,066	\$0	-\$1,329	\$13,331
Insurance	ALS	2095	\$3,124,052	\$293,751	\$2,830,301	-\$70	\$2,139,707	\$290,193	-\$9,820	\$410,291
Insurance	ALS2	59	\$88,848	\$4,447	\$84,400	\$0	\$71,544	\$7,325	\$0	\$5,531
Insurance	BLS	1720	\$2,508,119	\$316,146	\$2,191,973	-\$64	\$1,572,725	\$271,558	-\$5,823	\$353,577
Medicaid	ALS	469	\$700,123	\$437,324	\$262,799	\$0	\$210,876	\$8,684	\$0	\$43,239
Medicaid	ALS2	12	\$18,198	\$8,231	\$9,967	\$0	\$7,056	\$1,501	\$0	\$1,410
Medicaid	BLS	737	\$1,046,159	\$722,786	\$323,373	\$3	\$282,671	\$10,112	\$0	\$30,587
Medicaid MCO	ALS	1596	\$2,377,884	\$1,426,458	\$951,426	-\$6	\$789,502	\$27,437	-\$150	\$134,642
Medicaid MCO	ALS2	39	\$59,939	\$26,420	\$33,519	\$0	\$27,676	\$0	\$0	\$5,843
Medicaid MCO	BLS	2008	\$2,936,521	\$1,939,617	\$996,904	-\$3	\$822,836	\$41,920	-\$372	\$132,523
Medicare	ALS	2777	\$4,187,098	\$1,920,355	\$2,266,744	\$15	\$1,115,768	\$130,460	-\$6,702	\$1,027,203
Medicare	ALS2	59	\$88,471	\$28,091	\$60,380	\$0	\$28,847	\$3,427	\$0	\$28,105
Medicare	BLS	2554	\$3,734,423	\$1,778,469	\$1,955,954	\$36	\$815,768	\$109,902	-\$11,376	\$1,041,625
Medicare Advantage	ALS	2255	\$3,382,124	\$1,985,442	\$1,396,682	-\$108	\$1,088,033	\$142,794	-\$8,821	\$174,785
Medicare Advantage	ALS2	48	\$71,531	\$35,627	\$35,904	\$0	\$31,527	\$1,365	\$0	\$3,012
Medicare Advantage	BLS	2417	\$3,522,478	\$2,305,551	\$1,216,928	-\$369	\$944,870	\$118,944	-\$1,050	\$154,533
Other Govt. Payers	ALS	125	\$190,068	\$21,226	\$168,842	-\$277	\$115,983	\$13,517	-\$4,091	\$43,709
Other Govt. Payers	ALS2	5	\$7,463	\$979	\$6,484	-\$5	\$3,326	\$1,692	\$0	\$1,471
Other Govt. Payers	BLS	107	\$161,583	\$18,158	\$143,425	-\$281	\$114,702	\$7,633	-\$1,532	\$22,903
Patient	ALS	1790	\$2,144,256	\$21,845	\$2,122,411	-\$5	\$163,328	\$1,665,222	-\$2,022	\$295,887
Patient	ALS2	53	\$72,301	\$749	\$71,552	\$0	\$8,957	\$55,059	\$0	\$7,536
Patient	BLS	4359	\$2,174,531	\$24,805	\$2,149,725	\$0	\$104,211	\$1,765,091	\$0	\$280,424
TPL	ALS	47	\$71,684	\$2,225	\$69,459	\$0	\$41,947	\$4,484	\$0	\$23,027
TPL	ALS2	1	\$1,517	\$0	\$1,517	\$0	\$1,517	\$0	\$0	\$0
TPL	BLS	61	\$90,315	\$2,802	\$87,513	\$0	\$70,486	\$2,721	-\$824	\$15,130
Totals		25485	\$32,897,503	\$13,367,105	\$19,530,398	-\$1,137	\$10,637,143	\$4,682,601	-\$56,391	\$4,268,181

BUSINESS ASSOCIATE AGREEMENT – CITY OF MADISON

This Business Associate Agreement (“BAA”) is entered into between the City of Madison, a Wisconsin municipal corporation (“Covered Entity”), and _____ (“Business Associate”). If this BAA is attached to a contract executed between the above parties (a “Contract”), then Covered Entity and Business Associate agree to incorporate the terms of this BAA into the Contract. This BAA shall supersede any conflicting term in the Contract to the extent stated in section 5.12 herein.

Covered Entity and Business Associate agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (“HITECH Act”) and the Genetic Information Nondiscrimination Act (“GINA”) and HIPAA’s implementing regulations, Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations (“Security and Privacy Rule”) as amended (all such laws and regulations shall be collectively referred to herein as “HIPAA”). The BAA will address the security, confidentiality, integrity, and availability of health or health-related information as well as breach notification requirements.

1. **Definitions.** Capitalized terms used in this BAA, but not otherwise defined, have the same meaning as those terms are defined by HIPAA.
 - (a) Breach means the acquisition, access, Use, or Disclosure of Protected Health Information (“PHI”) in a manner not permitted under HIPAA that compromises the security or privacy of the PHI. PHI is presumed to be compromised unless the Covered Entity or Business Associate, as applicable, documents that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
 - (i) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (ii) The unauthorized person who accessed or Used the PHI or to whom the Disclosure was made;
 - (iii) Whether the PHI was actually acquired or viewed; and
 - (iv) The extent to which the risk to the PHI has been mitigated.

Breach excludes:

- (i) Any unintentional acquisition, access or Use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate if such acquisition, access, or Use was made in good faith and within the scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule.
- (ii) Any inadvertent Disclosure by a person who is authorized to access PHI at a Covered Entity or Business Associate to another person authorized to access PHI at the same Covered Entity or Business

Associate, or organized Health Care arrangement in which the Covered Entity participates, and the information received as a result of such Disclosure is not further used or disclosed in a manner not permitted under the HIPAA.

- (iii) A Disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.
- (b) Protected Health Information or "PHI" means individually identifiable health information (including electronic PHI) of the Covered Entity that is created, used, Disclosed, maintained, or received by the Business Associate, including demographic information, that identifies an individual, or provides a reasonable basis to believe the information can be used to identify an individual, and relates to:
 - (i) Past, present or future physical or mental health or condition of an individual;
 - (ii) The provision of Health Care to an individual; or
 - (iii) The past, present, or future payment for the provision of Health Care to an individual
- (c) Individual means the person who is the subject of PHI, and shall include a person who qualifies under HIPAA as a personal representative of the Individual.
- (d) Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by HIPAA.

2. Responsibilities of Business Associate.

2.1 Use and Disclosure. Business Associate may only Use or Disclose PHI received from or on behalf of the Covered Entity as permitted or required by this BAA, by HIPAA, by state confidentiality laws, or as otherwise authorized in writing by the Covered Entity.

2.2 Minimum Necessary. Business Associate shall not request, Use or Disclose more than the minimum amount of PHI necessary to accomplish the purpose of the Use, Disclosure, or request.

2.3 De-identification of PHI.

- (i) Creation and Use of De-identified Data. In the event Business Associate wishes to de-identify PHI, it must first submit its proposed plan for accomplishing the conversion to Covered Entity for Covered Entity's approval, which shall not be unreasonably withheld provided such conversion meets the requirements of HIPAA. Business Associate may use de-identified PHI only as directed or otherwise agreed to by Covered Entity.
- (ii) Re-identification Prohibited. Unless otherwise agreed upon by the parties, in the event that Covered Entity provides Business Associate

with de-identified PHI, Business Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify the data.

2.4 Safeguarding of PHI.

- (iii) Business Associate shall use appropriate safeguards and comply with HIPAA, with respect to the access, Use or Disclosure PHI.
- (iv) Business Associate shall review and modify its privacy and security safeguarding measures as needed to continue providing reasonable and appropriate protection of PHI.
- (v) Business Associate shall maintain documentation of privacy and security safeguarding measures as required by HIPAA.
- (vi) Business Associate shall cooperate in good faith in response to any reasonable requests from Covered Entity to discuss, review, inspect, or audit Business Associate's safeguards.

2.5 Subcontractors. Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate ;

2.6 Access to PHI. At the direction of Covered Entity or an Individual, Business Associate will provide access to any of the Covered Entity's PHI held by Business Associate. Business Associate will provide or transmit the copy of PHI to a third party if directed in writing to do so by the Individual or Covered Entity.

2.7 Amendment or Correction to PHI. At the direction of Covered Entity, Business Associate agrees to amend or correct the Covered Entity's PHI held by Business Associate.

2.8 Reporting Non-Permitted Uses and Disclosures of PHI and Breach Notification. Business Associate will report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including breaches of unsecured PHI as required by HIPAA, and any security incident of which it becomes aware no later than seventy-two (72) hours from the date the Business Associate discovers the Use or Disclosure. The Business Associate report will identify: (i) the nature of the non-permitted Use or Disclosure, (ii) the PHI Used or Disclosed, (iii) who made the non-permitted Use or received the unauthorized Disclosure and (iv) what corrective action Business Associate has taken or will take to prevent future similar unauthorized Use or Disclosure, and any other information necessary for Covered Entity to satisfy the provisions of HIPAA.

In the event of a Breach of PHI by Business Associate or by the Business Associate's subcontractor, Business Associate and any subcontractors agree to cooperate with the Covered Entity in the investigation of a Breach. Business Associate and any subcontractors will cooperate with and participate in, to the extent requested by the Covered Entity, the notification of Individuals, the media, and the Secretary. Business Associate is

responsible for covering all costs associated with providing the required notices.

- 2.9. Breach Indemnification. The Business Associate shall indemnify, defend and hold harmless the Covered Entity and its officers, officials, agents and employees from and against all losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees incurred) arising from or related to: (i) the use or disclosure of PHI by the Business Associate, its subcontractors or agents in violation of the terms of this BAA or applicable law, and (ii) whether in oral, paper or electronic media, any Breach of unsecured PHI by the Business Associate, its subcontractors or agents (collectively, "Claims"). If the Business Associate assumes the defense of a Claim, the Covered Entity shall have the right to participate in the defense. The Business Associate shall not take any final action with respect to any Claim without the prior written consent of the Covered Entity. To the extent permitted by law, the Business Associate shall be fully liable to the Covered Entity for any acts, failures or omissions of its subcontractors and agents as if they were the Business Associate's own acts, failures or omissions. This section, Breach Indemnification, shall survive the termination or expiration of this BAA.
- 2.10 Mitigation. Business Associate agrees to mitigate any harmful effect of a Breach, including, if necessary, payment of the cost of credit monitoring to the affected Individual.
- 2.11 Tracking and Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of all Disclosures of PHI by Business Associate or its subcontractors according to HIPAA. At a minimum, within twenty (20) days of receipt of a written request from Covered Entity, Business Associate shall document and make available to Covered Entity or the Individual, any information necessary to provide an accounting of disclosures in accordance with the requirements of the HIPAA. Business Associate shall maintain a process to provide this accounting of disclosures for as long as Business Associate maintains PHI received from or on behalf of Covered Entity. Business Associate shall track the information specified above, and shall securely maintain the information for seven (7) years from the date of the disclosure.
- 2.12 Audit. For purposes of determining Business Associate's or Covered Entity's compliance with HIPAA, upon request of Covered Entity or the Secretary of Health and Human Services, Business Associate shall: (i) make its HIPAA policies and procedures, related documentation, records maintained, and any other relevant internal practices and books relating to the Use and Disclosure of PHI, available to the Secretary of Health and Human Services or to Covered Entity and (ii) provide reasonable access to Business Associate's facilities, equipment, hardware and software used for the maintenance or processing of PHI. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI

and shall provide Covered Entity with copies of any information Business Associate has made available to the Secretary under this BAA.

- 2.13 Response to Subpoena. In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI received from, or created for, Covered Entity, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity to afford Covered Entity the opportunity to timely respond to the demand for its PHI as Covered Entity determines appropriate according to its state and federal obligations.
 - 2.14 Compliance with Standard Transactions. If Business Associate conducts in whole or part Standard Transactions, for or on behalf of Covered Entity, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirements of HIPAA. The Business Associate will not enter into, or permit its subcontractors or agents to enter into any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:
 - (a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
 - (b) Adds any data element or segment to the maximum defined data set;
 - (c) Uses any code or data element that is marked "not used" in the Standard Transaction's Implementation specification or is not in the Standard Transaction's implementation specification; or
 - (d) Changes the meaning or intent of the Standard Transaction's implementation specification.
 - 2.15 Prohibition on Sale of Electronic Health Records or Protected Health Information. The Business Associate shall not receive remuneration in exchange for any PHI received from or on behalf of the Covered Entity.
 - 2.16 Prohibition on Marketing Communication. The Business Associate will not use PHI received from Covered Entity to contact any individual about any product or services that encourages the recipient of the communication to purchase or use that product or service or which communication is in violation of the marketing prohibition in HIPAA.
 - 2.17. Prohibition on Fundraising Communication. The Covered Entity will not contact any Individual regarding any fundraising activity as prohibited under HIPAA.
3. Covered Entity's Obligations.
- 3.10 Notice of Privacy Practices. Covered Entity will notify Business Associate of any changes or limitations in its Notice of Privacy Practices, to the extent such limitation may affect Business Associate's Uses or Disclosures. This notice will be provided by posting the Covered Entity's Notice of Privacy Practices on its website.

- 3.11 Individual Revocation or Authorization. Covered Entity will notify Business Associate of changes in, or revocation of, authorization by an Individual to Use or Disclose PHI, to the extent such changes affect Business Associate's permitted Uses or Disclosures.
- 3.12 Restrictions. Covered Entity will notify Business Associate of any restriction in the Use or Disclosure of PHI to which Covered Entity has agreed, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.
4. Term and Termination; Effect of Termination.
- 4.10 Term.
- a. The term of this BAA shall be the same as the term of the Contract to which it is attached (if any), however the term of this BAA shall survive the termination of that Contract and remain in effect until all PHI is returned to Covered Entity or destroyed in accordance with the terms of this BAA or unless terminated under the procedures below.
 - b. If this BAA is not an attachment to a contract, this BAA will take effect on the date of the final signature of both parties and will remain in effect until all PHI is returned to Covered Entity or destroyed in accordance with the terms of this BAA or unless terminated under the procedures below.
- 4.11 Termination. If the Covered Entity reasonably determines in good faith that the Business Associate has violated a material term of this BAA, the Covered Entity, in its sole discretion, may do any or all of the following:
- a. Require the Business Associate to submit to a plan of monitoring and reporting, as the Covered Entity determines is necessary;
 - b. Provide the Business Associate with up to thirty (30) days to cure the violation and if the violation is not cured within the time given, terminate this BAA and/or the Contract to which it is attached; and
 - c. Terminate this BAA and/or the Contract to which it is attached, immediately.
- The termination rights in this section 4.11 shall be in addition to any other rights or remedies provided to the Covered Entity by this BAA, and in addition to the termination provisions in the Contract to which this BAA is attached, if any.
- 4.12 Effect of Termination; Return or Destruction of PHI. Upon termination or expiration of this BAA or the Contract to which it is attached, if any, the Business Associate will, with respect to the PHI covered by this BAA:
- a. Return to the Covered Entity or, if return is not feasible, destroy the PHI that the Business Associate maintains in any form;
 - b. If the Business Associate must retain certain PHI to continue its proper management and administration or to carry out its legal responsibilities, it will continue to use appropriate safeguards and comply with HIPAA for as long as the Business Associate retains any PHI. When the PHI retained is no longer needed, Business Associate

will return the PHI to the Covered Entity or, if return is not feasible, destroy the PHI.

- c. Destruction means rendering the PHI completely unusable, unreadable, and undecipherable.
- d. The Business Associate will return or destroy all PHI as promptly as possible, but not later than thirty (30) days after termination or expiration of this BAA and/or the Contract to which it is attached.

5. Miscellaneous.

5.10 Automatic Amendment. Upon the effective date of any amendment to HIPAA, the Privacy Rule or the Security Rule promulgated by HHS with regard to PHI, this BAA will automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations.

5.11 Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA.

5.12 Conflicts. If any provision of the underlying Contract is directly contradictory to one or more terms of this BAA, such term of the underlying Contract will be superseded by the terms of this BAA only to the extent of the contradiction, as necessary for the parties' compliance with HIPAA.

Signature Instructions:

If this BAA is attached to a Contract the signatures on the Contract to which this BAA is attached will serve as each party's signature and agreement to this BAA.

If this BAA is used on its own and NOT an attachment to a signed Contract, this BAA must be signed below by authorized representatives of both parties.

IN WITNESS WHEREOF, each of the undersigned has caused this Business Associate Agreement to be duly executed in its name and on its behalf.

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix C – FOR YOUR REFERENCE ONLY, DO NOT SUBMIT BACK WITH YOUR PROPOSAL



Software Acquisition Questionnaire

I. VENDOR INFORMATION

Vendor Name:

Software/Product/Service Name:

Software/Product/Service Format (Check all that apply and explain):

☐ On-premise perpetual software license. Provide any additional info:

☐ SaaS (Software-as-a-Service) Provide any additional info:

☐ Other – Please Describe

II. SOFTWARE AND SYSTEMS

a. General

1. Accessibility.

- Please explain how the application meets accessibility requirements. We expect all software, applications and web content built, developed, or maintained on behalf of the City of Madison to comply with [Web Content Accessibility Guidelines \(WCAG\) level 2.1 AA](#) requirements or greater. [Federal rules](#) will require this compliance by April 2026. We encourage you to use the updated [WCAG 2.2](#) guidelines for a higher level of compliance.
- Please provide a Voluntary Product Accessibility Template ([VPAT](#)). A VPAT identifies whether a product is WCAG 2.1 AA compliant for each criterion of the guidelines.
- Describe your process and timeline for resolving non-compliance.

2. Administrative Privileges. Does the application require local administrative privileges to the device it is running on? If so, please explain.

3. Application Security and Architecture. Please explain your approach to application security. For example, do you follow practices set forth by the SANS Institute, Securing Web Application Technologies <https://www.sans.org/cloud-security/securing-web-application-technologies/> and the practices of Open Web Application Security Project www.owasp.org?

4. Branding. What options do we have to add our own styles, colors, logo, wordmarks, etc.? If this is SaaS, please explain our options to brand the URL as cityofmadison.com?

5. Browser Support. Indicate the architecture used to develop the application. Indicate if all content is rendered in standard HTML5 and is viewable in all modern browsers. Please indicate any browser restrictions, including Microsoft Edge, and the preferred browser(s) and version(s) recommended for best user experience.

6. Certificates and Secure Protocols. Are there any security certificates required, such as SSL? What levels of SSL or TLS are required and minimally supported?

7. Client Footprint. Does this software require installation of anything on client workstations? If so, please explain. What are the recommended workstation requirements such as ram, storage, processing power, etc.?

8. Data Privacy. Please explain how you manage protecting Personally Identifiable Information (PII) as defined in Wis. Stat. § 19.62(5) and other confidential information in your application.

9. Identity and Permissions Management. Please describe how identity management is handled. Does the application provide for integration with the City's Active Directory system? How are system permissions managed? Can AD groups be leveraged – please explain and be specific. Are proper controls in place to prevent direct access to the database?

10. Internet Access. For either City-hosted or SaaS solutions, are there minimum internet bandwidth requirements that end-users should have for the best user experience?

11. Legacy Data. If applicable. Please describe your method to convert data from legacy system(s).

12. Mobile Device Support. Please describe what mobile devices your application supports. Please describe what the connectivity requirements are? How does your system operate in areas without connectivity to our network or the internet?

13. Multilingual Support. Please describe the ability of your software to operate in a multilingual environment. For example, how are translations for field labels, error messages, confirmation emails, report headings, and the like handled? What languages are supported? How do users

specify which language they would prefer to use? Do you accept special characters and accented characters to be entered into forms and fields?

14. Open Data. Please explain your support for Open Data Standards found at <http://project-open-data.github.io>. Do you have experience interfacing with ESRI's Open Data portal?

15. Personalization. If this system is collecting names and other demographic information, please let us know to what level of granularity is the information collected? What flexibility does this system offer for gender identity? See the City's Gender-Inclusive Language Style Guide at <https://www.cityofmadison.com/mayor/apm/hr/APM2-52Attach2.pdf>. How do you manage name changes, gender changes, and updates to other demographic information? Can individuals manage their own profile?

16. Personal Privacy. We sometimes have individuals that qualify for keeping their information private so that even their names are excluded or redacted in public records requests. Other times we give individuals the ability to self opt-out. Please indicate how your system could handle these scenarios.

17. Records Compliance and Data Access. Please indicate how access to data will be available to comply with Wisconsin open records laws. Do we have the ability to apply retention and disposition schedules to the data within the application? If this is Software-as-a-Service, how does the City ensure all of our data is purged from your system according to the data/records retention schedule or upon contract termination? Will we have unfettered access to our data that allows us to download and store it on our premises, and will there be additional costs to access the data for these purposes? Can we use our own reporting tools such as SSRS? Does the application have published API's and/or web services available for us to use?

18. Software Modifications. Are you willing to make software modifications?

19. Third Party Software. Fully describe any third party software that will be needed for this system, and how you manage licensing, maintenance, and support for those.

b. Special Cases

1. Financial Reporting and Data Sharing. Please explain your experience in providing GASB-34 compliant financial reporting and data sharing with Government oriented financial software. Do you have any experience interfacing with [Munis](#)?

2. HIPAA Compliance. If this application is involved in collecting or processing protected health information, please provide proof of a HIPAA audit conducted by an independent auditor against the OCR HIPAA Audit Protocol.

3. What would your requirements be for the format of that data?

4. PCI Compliance. If this application involved collecting or processing any type of online payments or financial transactions, please provide a PCI DSS Attestation of Compliance from within the past two year, and proof of registry on the VISA Global Registry of Service Providers.

5. Spatial Data. If this application is managing or interacting with spatial data, the City of Madison used ESRI-based GIS software for managing spatial data. Please explain your experience interfacing with ESRI software.

c. Support and Upgrades

1. Fully explain when support is available. Include what hours are included in your maintenance agreement as well as what is available as extended service.

2. Describe your levels of severity for support calls and what your typical response times are for each level of severity.

3. Describe your handling of bugs in your software and subsequent fixes for these bugs.

4. If you allow modifications, how do you support those modifications going forward? Are they included in new releases?

5. How are new releases and enhancements developed and notification of availability made to your customers.

6. How often do you provide product upgrades, and are the costs of upgrades included in the annual maintenance?

7. Describe a typical upgrade process, including the length of time expected and if system downtime is expected.

8. Is source code provided with your software? If not fully explain what provisions are made for the source code if your company goes out of business.

9. Do you have a user group and/or an annual conference?

d. Surveillance Technology

Surveillance Data means any electronic data collected, captured, recorded, retained, processed, intercepted, analyzed, or shared by Surveillance Technology

Surveillance Technology means any hardware, software, electronic device, or system utilizing an electronic device, owned by the City or under contract with the City, designed, or primarily intended, to collect, retain, process, or share audio, electronic, visual, location, thermal, biometric, olfactory, or other personally identifiable information of members of the public for the purpose of surveillance. Surveillance Technology includes, but is not limited to: cell site simulators; automatic license plate readers; gunshot detection systems; facial recognition software; gait analysis software; video cameras that record audio or video and can transmit or be remotely accessed; and unmanned aircraft systems equipped with remote video capabilities. Surveillance Technology does not include: office hardware, such as TVs, computers, credit card machines, copy machines, telephones and printers; video conferencing equipment, cell phones, cameras, and video cameras not used for surveillance and operated manually; computers, software, hardware or devices used to monitor *employees* or to monitor non-public areas in city buildings; and emergency medical rescue equipment. See Madison General Ordinance Sec. 23.63(2) for a complete list of items that are not considered Surveillance Technology.

1. Will the Surveillance Data be shared with another entity? If so, is there a data sharing agreement to share the surveillance data with the other entity?

2. Will you (the vendor) be hosting the Surveillance Data? If so, please explain.

3. What access, if any, will you have to our Surveillance Data? Please explain.

Appendix C – FOR YOUR REFERENCE ONLY, DO NOT SUBMIT BACK WITH YOUR PROPOSAL

III. HOSTING

a. Self-Hosting Requirements (Hosted by the City)

The City may, at its option if available, choose to host the application ourselves. Please:

1. What servers are recommended? For example, do you recommend separate application, web, and database servers?

2. Minimum server requirements. Cores, storage, ram, etc.

3. Do you support VMWare environments?

4. What DBMS is recommended, and what levels and versions?

5. If MS-SQL is supported, do you support Availability Groups?

6. Will your application run under a load balancer?

7. Is network attached storage supported?

8. What would the estimated disk storage requirements be?

9. Please list all software components that the City will need to track to ensure system security, e.g., your system uses Java, .Net, C#, ColdFusion, Drupal, etc.

10. Do you have an installation and/or administrator guide? If so, please attach document(s).

b. Hosting Data Center Criteria (Hosted by Vendor or a third-party data center)

The City may, at its option if available, choose to have you host this application. Please describe:

1. Data Center. Will you self-host the application or use third-party data center(s)? If using a third party data center please identify the data center (s):

2. Antivirus Protection. Please indicate the antivirus software being used and how it is implemented.

3. Data Access. Please explain who will have access to what data, and when. Is explicit authorization required for access to our production environment? What about any data stored for your purposes, is it purged as soon as it's no longer required?

4. Data and Application Backups. Please explain how backups of data and applications are performed and the backup policies that are in place. Please indicate your method for routinely testing your backups.

5. Data Encryption. Is data in your platform encrypted both in transit (while it's moving between users and servers) and at rest (when it's stored in the cloud)? Please explain your encryption protocols.

6. Data Redundancy. Please explain how data redundancy is provided.

7. Incident Response. Please describe how you classify and incident, and what your incident response plan is.

8. Internet Stability – Geographic Redundancy. Does the vendor house data in a secure SSAE 18 and PCI compliant data center? Indicate who owns and operates the data center(s). Outline the features of the datacenter, including redundant Internet providers, redundant power and cooling, and secure biometric access to the physical facility. Indicate how systems are backed up and synchronized between one or more other datacenters, and their geographic locations to provide for full geographic redundancy should one of the sites become inaccessible.

9. Logging. What types of information about my environment would be logged, and how long are logs available? Please explain your logging protocols.

10. Penetration Tests. Penetration tests, also known as pen tests, are simulated attacks on a system. They are performed by authorized experts to evaluate that system's security and identify vulnerabilities, making them an important component of a proactive cybersecurity strategy. Please describe how often you perform pen tests.

11. Separation of Systems. Please describe how your environment provides for separation of instances so that corruption of one instance or client will not affect the City of Madison. Please describe your practices to keep production environments isolated from test and development.

12. Server and Software Patching. Please provide your policy or documentation that shows the methods you use to ensure your hardware and software remains patched and up-to-date.

13. Data Center Certifications. Please provide documentation that shows the data centers used to support this application meet the following certifications:

SSAE 18

The Statement on Standards for Attestation Engagements No. 18, establish requirements and provide application guidance to auditors for performing and reporting on examination, review, and agreed-upon procedures engagements, including Service Organization Controls (SOC) attestations.

- Type 1 – A data center's description and assertion of controls, as reported by the company.
- Type 2 – Auditors test the accuracy of the controls and the implementation and effectiveness of controls over a specified period of time.

SOC 1

This set of Service Organization Controls reports, developed by the AICPA, measures the controls of a data center as relevant to financial reporting.

SOC 2

This report and audit is completely different from the previous. SOC 2 measures controls specifically related to IT and data center service providers. The five controls are security, availability, processing integrity (ensuring system accuracy, completion and authorization), confidentiality and privacy. There are two types:

- Type 1 – A data center's system and suitability of its design of controls, as reported by the company.
- Type 2 – Includes everything in Type 1, with the addition of verification of an auditor's opinion on the operating effectiveness of the controls.

SOC 3

This report includes the auditor's opinion of SOC 2 components with an additional seal of approval to be used on websites and other documents. The report is less detailed and technical than a SOC 2 report.

Appendix C – FOR YOUR REFERENCE ONLY, DO NOT SUBMIT BACK WITH YOUR PROPOSAL

IV. NETWORK REQUIREMENTS

- a. Is there hardware that needs to connect to the City's network? If so, please explain how the hardware needs to connect to the City's network. For example, wired or wireless connection.

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- b. Does network traffic need to leave the City's network? If so, please explain if there are specific ports that need to be permitted on the City's perimeter firewall and the network bandwidth required for the traffic.

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- c. What is the minimum and recommended bandwidth for network traffic leaving the network from the hardware and/or the application?

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V. TERMS AND CONDITIONS

- a. Fully describe licensing or subscription terms and conditions and how licenses or subscriptions are structured (e.g. named user, concurrent users, etc.). Attach or link to a copy of any **required and applicable** license agreements, EULAs, terms of service, privacy policy, or any other legal terms as applicable for the solution proposed. When applicable please describe your licensing model – e.g. perpetual, subscription based, named users, concurrent users, etc.

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- b. How will the above legal terms be signed? Check all that apply.

<input type="checkbox"/>	Click-through upon use of software
<input type="checkbox"/>	By reference in a quote
<input type="checkbox"/>	Wet/digital signature
<input type="checkbox"/>	Other, please explain below:

- c. Fully describe terms and conditions of your software support/maintenance program. Please include a copy of your standard agreement(s) for support and maintenance, where applicable, or explain where maintenance and support are described for a SaaS solution.

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- d. SLA- Service Level Agreement (uptime guarantee) for SaaS, hosted solutions, data centers, etc. Please attach or link a copy of all relevant SLA document for the proposed solution.

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Appendix C – FOR YOUR REFERENCE ONLY, DO NOT SUBMIT BACK WITH YOUR PROPOSAL

VI. TRAINING

a. Fully describe all training that your company will provide, include the following information.

1. End user training; class size, length of class.

2. System administration training; class size, length of class.

3. Application support training.

4. Any custom reports tools training.

5. Any other training you deem necessary for use of your software.

6. Explain where the training is to be held, and who will be providing it.

7. Do you have any online training courses available? If yes, fully describe what is available.