

REQUEST FOR PROPOSAL
Digital Orthophotography Services & Products

Door County is seeking to contract with an individual or entity to acquire digital orthophotography, ancillary products, and related services for the geographic area covering Door County, Wisconsin.

Instructions and Specifications may be obtained from Tom Haight, Door County GIS/LIO Coordinator, at the County Government Center, 421 Nebraska Street, Room # C317, Sturgeon Bay, WI or phone (920) 746-2391 or e-mail thaight@co.door.wi.us, and are available for download at:

http://map.co.door.wi.us/gis-lis/Ortho_2017.html

Proposals must be received by the Planning Department Office at the above address by 4 PM CST on Friday January 6, 2017.

INSTRUCTIONS

1. **PROPOSALS:**

Proposals must be legibly type written. Proposals must be sealed in an opaque envelope labeled "Digital Orthophotography Services & Products". Proposals must set forth the scope of services and products to be provided and the qualifications of the individual or entity. Any deviation from the specifications or these instructions must be noted clearly and concisely. Proposals must be signed (by the individual or by a duly authorized representative of the entity) and dated. Proposals must remain firm for a period of forty-five (45) days.

Issuance of this request for proposal does not confer any rights to any prospective proposer and does not obligate Door County to engage in any procurement or to purchase. Any costs associated with the preparation of a response to this request shall be the sole responsibility of the person submitting the proposal.

Any confidential or proprietary information should be clearly marked as such. The County will use discretion with regards to disclosure of confidential or proprietary information contained in any proposal, but cannot guarantee that information will not be made public. As a governmental entity, the County is subject to Wisconsin's Public Record Law.

Once submitted, the proposals and any supplementary documents become the property of Door County.

2. **NEGOTIATIONS**

This is a negotiated procurement. Negotiation is a procedure that includes receipt of proposals from offerors, permits bargaining with a qualified and responsible offeror, and may afford an opportunity to revise proposals before award of a contract. Bargaining – in the sense of discussion, persuasion, alteration of initial assumptions and positions, and give-and-take may apply to price, schedule, technical requirements, etceteras.

Door County may make an award on the basis of the original proposal, without negotiations with an offeror at Door County's sole discretion.

3. **QUALIFICATIONS OF INDIVIDUAL OR ENTITY**

Individual or entity shall be licensed, certified, accredited, and/or meet all of the necessary qualifications to perform the services / work contemplated. Door County may make that investigation as it deems necessary to determine the ability of the individual or entity to perform the services / work. Door County reserves the right to reject any proposal if the individual or entity fails to satisfy the County that the individual or entity is qualified to perform the services / work contemplated.

Door County may, in its sole discretion, require proposers to submit sworn statements as to financial ability, equipment and experience in the work / services prescribed and other matters that the County requires for the protection and welfare of the public in the performance of a public contract. Persons or entities offering bid proposals are strongly encouraged to incorporate such information in to their bids.

4. CONSIDERATION/AWARD OF CONTRACT:

Door County reserves the right to reject or accept any or all proposals, or parts thereof, and/or waive technical defects.

The award of this contract shall be to a responsible and qualified individual or entity offering the most advantageous proposal to Door County, so long as the proposal is compliant.

A responsible individual or entity is one who is not only financially responsible, but who is possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms. Door County reserves the right to consider all elements entering into the question determining the responsibility of the individual or entity.

Door County and/or its designee may choose to conduct interviews of qualified and responsible proposers. Further, qualified and responsible proposers may be required to make presentation[s] to the Door County Board or its sub-units.

5. CONTRACT

The successful individual or entity shall execute a Purchase of Services Agreement, substantially similar to that included with the instructions and specifications, within fifteen (15) days after notice of the award of the contract is given. The request for proposal, instructions, specifications, and proposal in their entirety form the primary basis of the agreement.

6. LAWS AND REGULATIONS

The successful individual or entity must be cognizant of and shall abide by all applicable federal, state, and municipal laws, ordinances, rules and regulations. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

7. LATE PROPOSALS

Proposals that are not timely received will not be accepted. Late proposals will be returned, unopened, to the bidder.

8. INDIVIDUAL'S OR ENTITY'S CERTIFICATE

Each individual or entity shall incorporate and make a part of their proposal a sworn statement by the individual or entity that the individual or entity has examined and carefully checked the specifications and instructions before submitting the proposal, and have offered a compliant proposal.

SPECIFICATIONS

Project: Digital Orthophotography Services & Products

Client: Door County

Contact: Tom Haight, Door County GIS / LIO Coordinator at the County Government Center, 421 Nebraska Street, Room # C317 , Sturgeon Bay, WI or phone (920) 746-2391 or e-mail thaight@co.door.wi.us

General Project Description

Door County is requesting proposals from experienced and qualified professionals for **Digital Orthophotography Services & Products** of the County for the Spring of 2017 (hereafter “project”).

The purpose of this Request for Proposal is to receive proposals for selection of a Contractor to provide professional services for project in Door County (“the Thumb”), located in northeastern Wisconsin. The proposed project involves ground control, color digital aerial photography acquisition, analytical aero triangulation, and digital orthophotography production.

Door County has contracted for aerial photography in the past (see historic photography acquisitions - <http://map.co.door.wi.us/gis-lio/Historical-Aerial-Photography.pdf>) and has included all past digital orthophotography project years on the Door County Web Map (<http://map.co.door.wi.us/map>). The focus for 2017 imagery is to acquire conventional orthophotography countywide, with a documented positional accuracy that meets or exceeds national mapping standards, to support parcel mapping and other applications.

Project Scope / Specifications Expected Work Product / Deliverables

SCOPE OF WORK

The proposed project involves the following components: ground control, color digital aerial photography acquisition, analytical aero triangulation, and digital orthophoto mapping. A description of each task is provided to help guide Respondents in the formulation of responses to this RFP. The Contractor will furnish all labor, materials, transportation, tools, supplies, equipment, etc. necessary for the following work.

➤ Information Supplied by Door County

- The contractor will work with Door County to determine the suitability of any LIDAR data. The Contractor shall not use County’s existing LIDAR data for areas that have experienced significant topographic change that will impact the quality or accuracy of the digital orthophotography without first revising the DEM using photogrammetric or another suitable process as needed.
- Esri shapefiles containing boundaries and tile schemes.
- Any other pertinent GIS data such as Public Land Survey System and municipal boundaries.

DOOR COUNTY WILL FURNISH THIS DIGITAL DATA ON AN "AS IS" BASIS, WITHOUT ANY SUPPORT WHATSOEVER, AND WITHOUT REPRESENTATION OR WARRANTY, INCLUDING BUT NOT IN ANY MANNER LIMITED TO FITNESS, MERCHANTABILITY, AND COMPLETENESS OF THE DIGITAL DATA.

➤ **Ground Control.** The Contractor shall explain the ground control method to be used as part of your Proposal and is responsible for targeting any ground control.

➤ **Color Digital Aerial Photography: High resolution, high accuracy, full color**
Respondents should specify other standards to be followed that are not listed below.

• **Digital Aerial Camera**

The photography shall be collected utilizing a direct digital aerial mapping camera without the use of film. Specifications of all proposed digital aerial cameras must be submitted with the proposal. The digital aerial camera system used for the project must be the same as that identified in the proposal. The digital aerial camera system must be equipped with GPS and inertial measurement unit systems.

• **Photographic Conditions**

Color Aerial photography shall be acquired during the leaf-free season in the spring of 2017 during the period when deciduous trees are barren. Photography will not be taken when the ground is obscured by snow, haze, fog, dust, or when cloud shadows will appear on more than five percent (5%) of the area in any one photo. Photography will not be taken until all bodies of water in the project area are free of ice, typically between March 15 and April 30 in northeast Wisconsin. Image acquisition will take place when the sun angle is 35 degrees from horizon or greater to minimize shadows.

• **Photographic Scale**

The photos shall be at a resolution suitable for generating digital orthophotos with 6-inch pixel resolution and a scale sufficient for 1:1200 (1"=100') scale mapping. Please note that the City of Sturgeon Bay and the four villages within Door County may choose to buy up to a 3-inch pixel resolution. The maximum flight height required to obtain the output scale requirements and accuracy required for this project should be considered and documented in the proposal.

• **Flight Planning**

The proposed approach to aerial photography acquisition should outline the Respondent's intended flight plan, including proposed date and time of photography, flight height, scale, flight lines, endlap and sidelap, planned aerial equipment, materials, and relevant quality control procedures. Tilt must average no more than one degree across the entire project area. Crab must not exceed three degrees between any two consecutive flights, nor more than three degrees on any one flight line. The aerial acquisition will extend two exposures beyond the mapping limits to obtain full orthophoto images for all County land mass above water level (includes all islands and shoals). Full Analytical Aerial Triangulation techniques shall be used in conjunction with ground control to establish a consistent horizontal datum for the entire peninsula and three largest privatized islands of Washington, Chambers, and Detroit.

• **Reflights**

At the earliest opportunity, new imagery must be acquired to replace rejected photographs or flight lines. The contractor, at no additional fee, must correct aerial imagery that does not meet defined specifications. All re-flights must be centered on the plotted flight lines and photography must be acquired with the same camera system used in the original flight.

- **Aircraft and Crew Members**

Aircraft must be maintained and operated in accordance with the regulations of the Federal Aviation Administration. Individual crewmembers must have experience in flying precise photographic missions for aerial surveys. Individual résumés will be required.

- **Analytical Aerotriangulation (A.T.)**

- **Accuracy Requirements**

The aero triangulation shall be sufficient to support softcopy digital photogrammetric feature accuracy requirements outlined by ASPRS Class 2 standards for 1" = 100' map scale, as described in the USACE Engineering and Design Manual for Photogrammetric Production. Full Analytical Aerotriangulation techniques shall be used in conjunction with ground control to establish a consistent horizontal datum for the entire peninsula and three largest privatized islands - Washington, Chambers, & Detroit islands. The Door County defined standard for horizontal, (x,y) position shall be Root Mean Square Error = Flying Height (5000 ft.) / 10,000 = 0.50 feet, with a maximum horizontal deviation of (3 x RMSE), or +/- 1.5 feet. The Door County defined standard for vertical, (z) position shall be Root Mean Square Error = Flying Height (5000 ft.) / 9000, = 0.56 feet, with a maximum vertical deviation of (3 x RMSE), or +/- 1.7 feet.

- **Quality Control for Aerotriangulation**

Throughout aero triangulation, numerous checks must be made to detect data and field control errors. Accuracy must be verified by the Contractor and a report must be provided using the FGDC NSDI Geospatial Accuracy Standard, reported as NSSDA accuracy and National Map Accuracy Standards.

- **Aerotriangulation Report**

At the completion of the A.T., the selected Contractor will deliver one copy of the aero triangulation report that will include, but not be limited to, the following:

- ° All misclosures at ground control points with and without use of checkpoints.
- ° Computer printout of the final adjusted aero triangulation solution to horizontal and vertical ground control. The printout should contain the final project coordinates for all ground control points.
- ° Identification of all points which were included in the initial solution and were subsequently discarded with an explanation of the reasons for being discarded.
- ° Identification of the weighting factors applied to all points used in the final solution.
- ° A digital file containing the coordinate data.
- ° A brief narrative tying together the items listed above, as well as descriptions of laboratory equipment, procedures, and computer programs used.
- ° Root Mean Square Error summaries.

- **Digital Orthophoto Mapping**

- **Geo-referencing**

Coordinate system(s) used shall be Wisconsin Central State Plane NAD83, NAVD29, US Survey Feet.

- **Imagery Resolution**

1"= 100' scale 24-bit natural color digital orthophotography with a 6-inch pixel resolution, to include 256 levels of value for each color band, (red, green, and blue), is proposed as the standard resolution for the entire Project Image Area, with an option to include a near infrared spectrum.

- **Rectification**

Overpasses/bridges along roadways shall retain correct horizontal location and geometry. Features (especially roads under the overpass) that approach the underside of the overpass/bridge shall be rectified to their correct ground locations.

- **Image Quality and Tone Balancing**

Imagery must be clear, sharp, and evenly exposed across the format. Image tones must be consistent across the project areas to reduce or eliminated the “checkerboard” effect when many adjacent photos are displayed together to cover a large land area. Respondents are expected to identify the quality assurance and checking procedures that will be employed to guarantee proper tone balancing and overall image quality. Camera perspective must be careful not to produce too much “building lean”. The Contractor must limit the editing of water bodies to avoid inadvertently deleting old dock walls, pilings, and other features at or near the water surface. The Contractor shall remove a majority of sun flares on water bodies prior to delivery by inserting non-flared pixels of similar characteristics.

- **Mosaicking**

The digital images are to be edge matched with no pixel gaps between geographic partitions. The Contractor shall provide that mosaic lines shall not cross through buildings, bridges or other fabricated structures not at ground level. Join lines between overlapping images shall be selected by the Contractor to minimize tonal variations and visible join lines. Noticeable “edge” or “displacement” effect will be grounds for rejection of that tile. Among the deliverables for this project is a digital file containing the seam lines used in the mosaicking process. The contractor will mosaic the 6-inch pixel resolution TIFF orthophotos for each of the individual image tiles to produce a compressed MrSID image file with an associate “world” file. Compression ratio shall be approximately 20:1.

- **Image File Tiling Scheme**

The delivery of the orthophotography shall be tiled and provide seamless coverage.

- **Positional Accuracy / Quality Control of Orthophotos**

The NSSDA will be applied to the orthophotos to determine if project accuracy standards have been satisfied. The NSSDA uses root mean square error to estimate positional accuracy. Accuracy is reported at the 95% confidence level. To meet project horizontal accuracy standards, 95% of the Check Point positions must meet the project accuracy standards, (1 RMSE), stated in the Section *Analytical Aerotriangulation (A.T.)* above.

- **Acceptance**

Door County shall identify any tile which does not meet the specifications for image quality or positional accuracy described herein and shall notify the Contractor within 30 workdays of receipt of the subject tile that the image is being rejected. The Contractor shall make any and all corrections necessary to guarantee that all orthophotos meet the described project standards prior to the project deadline. **The acceptance of any item by Door County shall not preclude subsequent rejection if such an item is later found to be defective. Any defects detected in any of the deliverables after completion of the project and before September 15, 2017 shall be corrected by the Contractor at no additional cost to Door County.**

- **Optional Services & Deliverables to be quoted in the proposal**

- Color infrared orthophotographs countywide.

SUMMARY OF DELIVERABLES

The successful Contractor will be responsible for producing and delivering the following:

➤ Project Documents

- Project Plan (methods, recommendations, and procedures to complete the project) - digital copy.
- Flight lines and photo centers – digital copy in Esri shapefile format.
- Aerial Photography Report – digital copy. This report is a summary detailing specifications, standards, procedures, techniques, and processes used during aerial imagery acquisition and processing. The report should include all maps, flight lines, descriptions of equipment, techniques, and methodologies used during the project.
- Aerial Triangulation Report – digital copy.
 - FGDC-compliant Metadata for all deliverables – digital copy.
- Project documents may be delivered on DVD media that can be read on a DVD+ROM drive or CD.

➤ Project Data

- Color digital orthophoto tiles in GeoTIFF format with a TIFF world file. Pixel resolution, tiling scheme, coordinate system, and file naming convention to be determined by County.
- Color digital orthophoto of Door County in compressed MrSID image file format, created by mosaicking the TIFF digital orthophotos representing each of the tiles. Compression ratio shall be approximately 20:1. Coordinate system(s) used shall be Wisconsin Central State Plane NAD83, NAVD29, US Survey Feet, and file naming convention to be determined by County.
- Optional deliverables of higher resolution imagery for each incorporated municipality; and countywide infrared spectrum.

All products and services produced for this project become the sole property of Door County and cannot be used or reproduced without written permission. Door County has the right to grant or deny any request.

These Specifications are to be viewed, in part, as goal oriented versus purely prescriptive in nature. In order to give flexibility and encourage innovation in performance, these specifications principally focus on results and leave the provider(s) to come up with means to achieve those results

Proposal Format

Each responding Individual or Entity will provide:

- An introduction outlining their interest in the project.
- Firm Information
- Relevant Experience and Qualifications
- Detailed Narrative of Project Approach.
- Project Schedule...Timeline, including not-later-date of when the final deliverable will be in Door County's possession.
- A descriptions of specific deliverables.

- Detailed cost proposal for the Project. This may be expressed as a fixed price and/or based on hourly rate(s) for assigned personnel and any sub-consultants. Such must include any anticipated reimbursable expenses, and the rate charged for each.
- Any concerns, qualifications, or conditions placed on the proposal.

Clarification and Addenda

- Each responding individual or entity must examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents.
- Any questions regarding this RFP are to be submitted electronically, via email, to Tom Haight, Door County GIS / LIO Coordinator at: thaight@co.door.wi.us not later than 4 PM Friday December 16, 2016.
- The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given regarding this RFP.
- Any addenda issued to this RFP will be available for download at: http://map.co.door.wi.us/gis-lio/2017_ortho/ADDENDA.pdf
It is the responsibility of each responding individual or entity, prior to submitting their proposal, to contact Tom Haight, Door County GIS / LIO Coordinator or check at: http://map.co.door.wi.us/gis-lio/Ortho_2017.html to determine if addenda were issued and to make such addenda a part of their proposal.

Proposal Review Process

Proposals must be received by the Planning Department Office at address below by 4 PM CST on Friday January 6, 2017.

Planning Dept. – Ortho RFP Response
Door County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

Proposals will be publicly opened at 9 AM CST Monday January 9, 2017 in Room B338 (Meadows Room on 3rd floor and across hall from Human Resources office) in Door County Government Center. Proposals will be considered and decision made as to award by the Resource Planning Committee meeting at 2 PM CST on January 19, 2017 in County Board Chambers Room on first floor of Door County Government Center at 421 Nebraska Street in Sturgeon Bay, WI. This is a hybrid procurement process. Door County reserves the ability to negotiate with proponents and the right to accept proposals other than the lowest cost proposal and the right to reject any or all proposals.

ADDENDA

- Each responding individual or entity must examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents.
- Any questions regarding this RFP are to be submitted electronically, via email, to Tom Haight, Door County GIS / LIO Coordinator at: thaight@co.door.wi.us not later than 4 PM Friday December 16, 2016.
- The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given regarding this RFP.
- Any addenda issued to this RFP will be available for download at:
http://map.co.door.wi.us/gis-lio/2017_ortho/ADDENDA.pdf
It is the responsibility of each responding individual or entity, prior to submitting their proposal, to contact Tom Haight, Door County GIS / LIO Coordinator or check at:
http://map.co.door.wi.us/gis-lio/Ortho_2017.html to determine if addenda were issued and to make such addenda a part of their proposal.

List of Addenda Interpretations, Clarifications, and/or Additions, by Date Posted

1.

PURCHASE OF SERVICES AGREEMENT
Digital Orthophotography Services & Products

This Agreement, entered into by and between the County of Door, a Body Corporate, hereinafter referred to as "County", and _____, _____, _____, hereinafter referred to as "Provider".

WHEREAS, County desires to secure and retain the services of Provider to perform the services enumerated below; and

WHEREAS, Provider desires to perform the services enumerated below.

NOW, THEREFORE, in consideration of the mutual covenants here contained, the parties agree as follows:

1. This Agreement shall become effective _____ .
2. County's contact information is: _____ ; _____ ; Door County Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin; Ph. 920.746.2337; _____@co.door.wi.us.
3. Provider's contact information is: _____
_____.
4. During the term hereof, County hereby engages Provider and Provider hereby agrees to perform services as set forth in the County's Request for Proposal, Specifications, Instructions and Provider's _____, Response to Request for Proposal [attached hereto and incorporated herein by reference as if set forth in full].
5. The provisions of this Agreement and attachments shall be harmonized to give full force and effect to all wherever possible. In the event of an irreconcilable conflict, this Agreement controls.
6. Payment for services covered by this Agreement shall be based on allowable fees and costs as set forth in the attachments referenced in paragraph 4.above. Payment shall only be made for authorized services actually and satisfactorily provided. It is understood that County is not obligated to purchase any minimum amount of services from Provider.
7. Provider shall act as an independent contractor in providing and performing the services contemplated by this agreement. Nothing in, or done pursuant to, this agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Provider.
8. Provider holds itself out as an independent contractor. Provider: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work.
9. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Provider will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This agreement shall not be construed as creating any joint employment relationship between the Provider and the County, and the County will not be liable for any obligation incurred by the Provider, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Provider is not entitled to receive any benefits from County or to participate in any County benefit plan.
10. Provider shall furnish the County with reports, at intervals and in such form as the County may require, of its activities pertaining to any matter covered by this Agreement.
11. Provider shall permit County or its designee(s) timely access to the Provider's records, as necessary to review Provider's compliance with this Agreement.

12. Provider retains sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.
13. Any and all work product (tangible material or its intangible equivalent) shall be the sole and exclusive property of the County.
14. Provider shall provide, perform and complete all services contemplated by this Agreement in an expeditious and proper manner, consistent with the care and skill ordinarily exercised by reputable members of the profession.
15. Provider warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this Agreement.
16. Provider represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.
17. Provider shall, in order to protect itself as well as the County, at all times during the term of this Agreement keep in force insurance policies issued by a company authorized to do business in Wisconsin and licensed by the Office of the Commissioner of Insurance.
 - *Comprehensive General (Including Professional) Liability*: One million dollars (\$1,000,000) combined single limit (i.e., up to one million dollars (\$1,000,000) per occurrence for bodily injury or property damage arising out of single loss, with no sub-limits). This coverage must be written on an “occurrence” basis and shall cover all risks incident to any activity of Provider under this Agreement.
 - *Motor Vehicle Liability (Including Uninsured Motorist Coverage and Uninsured Motorist Coverage)*: One hundred thousand dollars (\$100,000) each person, three hundred thousand dollars (\$300,000) each accident, and twenty five thousand dollars (\$25,000) property damage each accident.
 - *Workers Compensation*: If and as required by the State of Wisconsin.
 - *Other Insurance*. If and as required by the State of Wisconsin and deemed reasonable and adequate by the County.

Provider shall furnish certificates of insurance to the County evidencing the risks insured against and the limits of liability there under.

County shall be named an additional insured or loss payee. Provider shall furnish County additional insured or loss payee endorsement(s).

Provider acknowledges that its indemnification liability to County is not limited by the limits of any insurance coverage.

18. Provider agrees that it shall protect, indemnify, and hold harmless the County and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney’s fees resulting from the negligence or fault of the Provider or the Provider’s officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this Agreement. However, the provisions of this paragraph shall not apply to actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney’s fees caused solely by the County. The provisions of this paragraph shall survive and continue beyond the termination of this Agreement.
19. Nothing herein may be interpreted to constitute a waiver of any immunity, limitations on damages, notice requirements, or statutes of limitation afforded the County.
20. Provider shall comply with all applicable state and federal guidelines, laws, orders, regulations, and rules.

21. During the term of this Agreement the Provider shall comply with all applicable state and/or federal labor standards.
22. During the term of this Agreement the Provider shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.
23. During the term of this Agreement Provider shall comply with all applicable affirmative action mandates and all applicable equal opportunity requirements. This includes the submission, if required, of the Provider's current approved civil rights compliance action plan.
24. Provider recognizes that it may have access to confidential or proprietary information. Provider agrees to keep such information confidential. This includes the Provider not using or disclosing any such information for any purpose not inextricably connected with this Agreement absent appropriate written consent.
25. Provider shall maintain records in connection with this Agreement in a manner sufficient to meet the requirements of state and federal laws, regulations and rules. This includes Wisconsin's Open Record Law ("WORL"), set forth in Section 19.31 - 19.39 Wis. Stats. Provider shall assist County in complying with Public Record(s) Request(s) pursuant to Section 19.36(3) Wis. Stats.
26. Provider shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160 – 164) ("HIPAA").
27. Provider shall meet state and federal service standards and applicable state and federal licensure and certification requirements as expressed by state and federal regulations and rules applicable to the services covered by this Agreement. Provider shall provide duplicates of any current license or certification required to the County.
28. Provider represents that it is not (and has not been) debarred, suspended or otherwise declared ineligible to provide the services covered by this Agreement. Provider shall immediately notify County if their status changes during this Agreement's term.
29. Provider shall avoid conflicts of interest. This includes the establishment of safeguards by Provider to prevent its employees, officers, principals or agents from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
30. Noncompliance with this Agreement may be considered cause for its immediate suspension or termination. Written notice, by the party suspending or terminating this Agreement, shall be provided as soon as is practicable to the other party. If the County terminates this Agreement for the Provider's breach, Provider may be liable for any additional costs County incurs for replacement services.
31. County may terminate this Agreement in whole or in part without penalty at any time due to non-appropriation of necessary funds by the County Board, the State of Wisconsin, or the Federal Government.
32. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted.
33. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.
34. Provider shall not assign this Agreement in whole or in part. Provider shall not assign any of its rights or obligations under this Agreement. Provider shall not assign any payment due or to become due under this Agreement.
35. This Agreement and the rights and obligation of County and Provider under this Agreement shall be interpreted according to the laws of the State of Wisconsin.
36. Venue, as to any dispute that may arise under this Agreement, shall be in the Circuit Court, County of Door, State of Wisconsin or, if subject matter jurisdiction otherwise exists, the U.S. District Court,

Eastern district of Wisconsin. The parties shall, if practicable, endeavor to utilize alternative dispute resolution prior to commencement of a lawsuit.

37. County and Provider represents and warrants that it has carefully reviewed and fully understands this Agreement, including attachments and any matters incorporated by reference. This Agreement shall be binding upon and shall inure to the benefit of County and Provider and upon their respective and permitted successors and assigns.
38. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.
39. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by County and Provider.
40. It is understood and agreed that this Purchase of Service Agreement, attachments, and any matters incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

PROVIDER:

Accepted and agreed this _____ day of _____ 2015.

_____, _____, _____
Federal Employer Identification Number _____

COUNTY:

Accepted and agreed this _____ day of _____, 2015.

NAME / TITLE

Accepted and agreed this _____ day of _____, 2015.

Ken Pabich, County Administrator

Approved as to form this _____ day of _____, 2015.

Grant P. Thomas
Corporation Counsel