



## **REQUEST FOR PROPOSALS MANAGED PRINT SERVICES RFP19-004-11**

**Proposals Must Be Received No Later  
Than 2:00 PM, June 27, 2019**

Late Proposals Will Be Rejected  
If hand-delivered, please submit to  
County Clerk Jill Lodewegen at the address below

**For Further Information, Please Contact:**

Renae Conery, Purchasing Asset Manager  
811 Harding Street  
Waupaca, WI 54981  
715-258-6346  
Email: [renae.conery@co.waupaca.wi.us](mailto:renae.conery@co.waupaca.wi.us)

### **Waupaca County Finance Committee**

Request for Proposal Released:	May 21, 2019
Site Tour/Walkthrough:	June 6, 2019 @ 9 a.m.
Questions Due:	June 18, 2019
Responses Posted:	June 20, 2019
Request for Proposal Due:	June 27, 2019 @ 2 p.m.
Interviews (if needed):	July 8 or 9, 2019 (TBD)
Proposal Awarded:	July 10, 2019

## I. INTRODUCTION

Waupaca County, acting through its Finance Committee, invites qualified and experienced firms to submit a proposal to provide Managed Print Services (MPS) to meet and maintain the County's copying, printing, faxing and scanning needs and capabilities within various Waupaca County departments located in the Courthouse and at the main County Highway Facility located in the City of Waupaca. This service includes all maintenance, service, parts and toner.

## II. PROPOSAL REQUIREMENTS and PROVISIONS

- A. Ten (10) hard copies of the proposal are to be submitted within a single sealed envelope or container and one digital copy on a USB drive. The lower left corner of the envelope/container should have the following notation: **"RFP19-004-11 MANAGED PRINT SERVICES."**
- B. Proposals shall be received no later than **2:00 p.m. CST on June 27, 2019** by:

County Clerk Jill Lodewegen  
811 Harding Street  
Waupaca, WI 54981  
(715) 258-6202

Please use same delivery information if using US Mail, FedEx/UPS or hand-delivery. FAX or E-mailed submissions will be rejected outright.

Bid opening will be at the Waupaca County Courthouse, Room 1037 on July 1, 2019 at 1:00 pm.

- C. Proposals received after the above day and time will **NOT** be accepted and will not be returned to the sender. Actual receipt by stated time is required; deposit in the mail is insufficient.
- D. Submit all questions in writing to Renae Conery, Purchasing Asset Manager, at [renae.conery@co.waupaca.wi.us](mailto:renae.conery@co.waupaca.wi.us). Responses will be posted on the County website only at: [http://www.co.waupaca.wi.us/businesses/bids\\_and\\_proposals.php](http://www.co.waupaca.wi.us/businesses/bids_and_proposals.php). The deadline for questions is June 18, 2019. Responses (including questions from the site tour/walkthrough), will be posted by the close of business on June 20, 2019.
- E. If it becomes necessary to revise or amend this RFP, Waupaca County will issue a written Addendum at the County website link listed above only.
- F. Any restrictions on the use of data contained within your proposal must be clearly stated in the proposal itself. Any restrictions on the use of the information in the proposal based upon confidentiality of information, proprietary interests, trade secrets, copyrighted information, or similar basis shall be clearly stated in the proposal. Due to public records law considerations, non-disclosure cannot be guaranteed regarding this procurement.
- G. Waupaca County reserves the right to reject in whole or in part any and all proposals, to waive any informalities, and to accept the proposal determined to be in Waupaca County's best interest. This solicitation for proposals may also be canceled in whole or in part if determined to be in the best interest of Waupaca County.
- H. All aspects of this Request for Proposal will be in accordance with the Waupaca County Code of Ordinances Chapter 16 Procurement Code, Section 15. A copy of the Waupaca County Code of Ordinances Chapter 16 is available online at the Waupaca County website: [www.co.waupaca.wi.us](http://www.co.waupaca.wi.us) or in the Waupaca County Clerk's office, 811 Harding Street, Waupaca, Wisconsin 54981. The General Code of Ordinances contains various policies applicable to this procurement, including prohibitions against gratuities and the parameters of ethical conduct in public office.
- I. All proposals received in response to this RFP will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will be the exclusive property of the County.

- J. Waupaca County will not be liable for any costs incurred by the individual or entity in preparation and submission of proposals responsive to this request, including but not limited to, wages, travel, studies, and pre-contract presentations.
- K. By submitting a proposal, the proposer certifies that he or she has fully read and understands the proposal and has full knowledge of the scope, nature, and quality of work to be performed. The Proposer's Proposal form is included with this RFP in Attachment "A," the Reference Sheet in Attachment "B," and the Assurance of Compliance form in Attachment "C."
- L. All proposals shall be binding for ninety (90) days after bid opening.

### **III. QUALIFICATIONS OF INDIVIDUAL OR ENTITY**

The successful individual or entity shall be licensed, certified, accredited and/or meet all of the necessary qualifications to perform the services and work contemplated in the Scope of Services. Waupaca County may make any investigation it deems necessary to determine the ability of the individual or entity to perform the services and work. Waupaca 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 and work contemplated.

### **IV. CONSIDERATION/AWARD OF CONTRACT**

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. Time is of the essence as to all elements of the contract. Waupaca County reserves the right to consider all elements/factors in determining the responsibility of the individual or entity.

Waupaca County and/or its designee may choose to conduct interviews of qualified and responsible proposers and/or to contact current and former customers of proposer.

### **V. SITE VISIT**

Prospective proposers will be afforded the opportunity to conduct a site visit to ensure that proposers are aware of operations and work station locations. The site visit is scheduled for June 6, 2019 at the Waupaca County Courthouse beginning at 9:00 am in Room LL44. If requested at the conclusion of the Courthouse walkthrough, a site visit may be conducted at the Waupaca County Highway Administration Building, 515 Fulton Street, Waupaca.

Building floor plans of the Courthouse and the future highway facility will be provided upon request prior to the site visit. For safety of employees and guests in the facilities, the floor plans are not posted publicly.

Attendance at the site visit is not mandatory, but it is recommended.

Proposers assume responsibility for carefully examining the RFP and specifications for the work contemplated; investigating the conditions to be encountered; being satisfied as to the character, quality, and quantities of work to be performed and any materials to be furnished; and understanding the requirements of the specifications, special provisions and contracts. Submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

## **VI. INDEPENDENT CONTRACTOR STATUS**

The individual/entity selected to perform the scope of services described in this RFP agrees that Contractor, its officers, agents and employees, shall act in the capacity of an independent contractor and not as an officer, employee or agent of Waupaca County. The Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of Waupaca County are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by Waupaca County on behalf of the Contractor. Neither Waupaca County nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint ventures for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever.

## **VII. BOND**

Each bidder must furnish with each proposal a certified check or bid bond verification certificate in the amount of \$25,000.00 made payable to Waupaca County Treasurer to be forfeited as damages in case the proposal is accepted and the bidder fails to enter into a contract with the County for any reason and according to the provision of these bid specifications.

## **VIII. 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. Any permit, license, certification, accreditation (and any fee related fee) shall be the responsibility of the successful individual or entity.

## **IX. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Waupaca County and its agents and employees from and against all claims, damages, losses and expense, including but not limited to attorney fees, arising out of or resulting from the services provided by the Contractor for the services described in this document.

## **X. INSURANCE**

The selected individual or entity shall have adequate insurance coverage that will protect operations conducted under contract, whether performed by the contractor or anyone employed by them. The Contractor shall be required to furnish the County an insurance certificate five (5) days prior to contract award, certifying the contractor is covered by the following types and amounts of coverage:

Type	Limits
Worker's Compensation and Employers' Liability	Coverage A: Statutory Coverage B: \$100,000 Employers' Liability
CGL/General Liability (Bodily Injury/Personal Injury, Property Damage)	\$1,000,000 each occurrence, Combined single limit \$2,000,000 each occurrence, Combined single limit
Automobile Liability- Owned/Hired/Non-owned vehicles (Bodily Injury/Property Damage)	\$1,000,000 each occurrence, Combined single limit
Umbrella Liability Insurance	\$1,000,000 each occurrence, Combined single limit

Waupaca County shall be listed as an additional insured and this project clearly identified on the Certificate of Insurance.

Waupaca County shall be notified of cancellation of insurance at least thirty (30) days prior to cancellation with ten (10) days for nonpayment.

#### **XI. ASSIGNMENT PROHIBITED**

Assignment by the selected Contractor to a third party of any contract entered into for this project is prohibited and will not be recognized by Waupaca County unless approved by Waupaca County in writing prior to the assignment.

#### **XII. TAX EXEMPT STATUS**

Waupaca County is a tax-exempt municipality under Wis. Stat. § 77.54(9a) and will not be liable for any sales tax related to the services, hardware, supplies, and work provided for this project.

#### **XIII. BUSINESS ASSOCIATE AGREEMENT**

The successful Contractor will be required to sign a Business Associate Agreement to comply with federal HIPAA requirements due to the potential of encountering patient health records while completing services provided under the contract. The Business Associate Agreement can be found as Attachment F.

#### **XIV. SPECIFICATIONS**

##### **A. PROPOSAL NARRATIVE**

The Project consists of analyzing the County's current device inventory and developing a programmatic approach to utilize existing County owned and leased equipment; providing new multifunction devices for the County's use for the term of the contract to replace current units that are inefficient or fail during the term of the contract; buying out existing leases; and the option for the County to purchase devices for minimal cost at the conclusion of the contract. Waupaca County's goal is to reduce cost and preserve resources through implementation of contracted managed print services.

Locations of machines are:

Waupaca County Courthouse, 811 Harding Street, Waupaca, WI 54981

- Lower Level – Maintenance, Information Technology Training Room and Finance Departments;
- First Floor – Information Technology, UW-Extension, Human Resources, County Clerk/County Board Room, Treasurer, Register of Deeds, Planning & Zoning, Solid Waste & Parks, and Land & Water Conservation Departments;
- Second Floor – Department of Health and Human Services, including Aging and Disability Resource Center and Public Health Department; and
- Third Floor – Corporation Counsel, Child Support, District Attorney's Office, Clerk of Courts, Circuit Courts (Branch I, II and III) and Veterans Service Offices.

Waupaca County Main Highway Facility

- Current location: 515 East Fulton Street, Waupaca, WI; moving to 2670 CTH A, Waupaca, WI in November 2019.
- Please include costs of moving devices to the new location in the proposal if the County opts not to move them.

##### **B. SCOPE OF SERVICES**

1. These specifications (Scope of Services) are intended to be primarily goal-oriented versus prescriptive in nature. All items and details of construction, services or features not specifically mentioned which are regularly furnished in order to provide the services described herein shall be furnished at the proposed price and shall conform in strength, quality, and workmanship to that usually provided by the practice.

## **2. Objective**

Waupaca County is looking to enter into a new single prime contract for multifunction devices and for replacement and elimination (that is, "right sizing") of printers through a managed print service agreement. This process would include the Waupaca County Courthouse and the main Highway Facility. Waupaca County has identified the need for new equipment with additional administrative productivity and functionality and would like to create a more efficient copying and printing environment with the goal of saving County resources. The intent of the County is to develop a new contract where it can pay for what is used to simple cost per page, inclusive of service, maintenance, parts, and toner.

## **3. Scope of Project**

- a. Waupaca County is seeking written proposals from multifunction device, copier and printer vendors to supply and assist the County in reconfiguring the way it copies, prints, faxes, and sends work to its centralized printing centers.
- b. The term of the contract will be for a fixed three (3) year (that is, thirty-six (36) month) contract with the option to extend for up to twelve (12) months on a month-by-month basis. Assessment, implementation and deployment will begin immediately upon awarding of the contract, and the fixed thirty-six month contract will commence upon Waupaca County's receipt of vendor acknowledgement of the completion of assessment, implementation and deployment stage, which has a forty-five (45) calendar day limit from start date. The proposal shall include a termination clause after one hundred and eighty (180) calendar days, from the date the contract is initiated, if service levels are not acceptable.
- c. Proposals must be specific and responsive to all criteria set forth in this request. Product and software literature and specification information/material, including costs related to product and software, must be included with the RFP along with a listing of current customers using these services and machines. The offer (including fees) shall remain in effect for ninety (90) days from the date of bid opening.
- d. Each and every aspect of the proposals must align with goals stated below:
  1. Maximize the existing printers if it makes sound financial sense to do so and not lose functionality moving forward. Also, provide replacement (new from manufacturer) multifunction devices ("MFDs") as needed to maximize efficiencies.
  2. Reduce the number of old and obsolete printers countywide to reduce energy costs, maintenance time, and expense.
  3. Reduce and control the total number of printed pages.
  4. Minimize as much as possible the per page cost inclusive of hardware, software, labor, parts and toner through systematic managed print program.
  5. Sustain a high level of reliability and service to staff and departments.
  6. Maximize the return from existing equipment which will be disposed.
  7. Provide a cost-effective solution with a reduction in operational costs.
  8. Provide print tracking capabilities for department billing and automation with toner orders and service calls.

9. Provide functionality as described in this document for a three (3) year cost per image agreement including but not limited to equipment, toner, parts, labor, and warranty.
  10. Provide a print environment that simplifies printer selection by clearly distinguishing between color and monochrome (B/W) to eliminate unintentional costs.
  11. Provide print environment for larger departments such as Follow Me Printing (pull printing) that allows for improved usage of print resources and employee time.
  12. Provide print environment that supports secure access utilizing pin authentication.
  13. Provide one source of contact with no subcontractors.
  14. Provide an enterprise OCR solution that can create documents in multiple formats such as scan to text and Microsoft formats to PDF and PDF to Microsoft formats and other formats such as ODF.
- e. Successful vendor will be timely and accurate in the billing process. All bills shall be received at the latest by the 15<sup>th</sup> of the month following the month of services and will be paid in accordance with Wisconsin State Statutes. Continued errors in billing will be grounds for termination of this contract. The basis for termination, referenced in this clause, is solely at the discretion of Waupaca County.
  - f. Successful vendor will place copiers, printers, or MFDs as required for County use throughout the term of the contract at vendor's cost, including devices to replace vendor devices that have failed during the contract term; support and maintain county-owned devices as part of the managed print program; buy out existing leases on devices; and propose a device purchase price for installed devices at the end of the term.
  - g. The Clerk of Courts, three Judicial Branches and the District Attorney's offices operate with certain state-owned devices. Vendor may include a cost for a toner only program for state-owned devices as part of its proposal.
  - h. Provide a detailed timeline of deployment dates. Prior to beginning the deployment of equipment, host a meeting with the County's IT Department to agree upon benchmarks to gauge progress of work to completion. Any benchmark that is not completed on time or to the satisfaction of Waupaca County personnel will be viewed as a failure to provide contracted services and may subject the vendor to penalties, including monetary penalties up to contract termination. Any waiver of the County to enforce an incomplete benchmark shall not be construed as a waiver to enforce other incomplete benchmarks.
  - i. Over the course of the contract term, all equipment removal and/or relocation expenses are the responsibility of the vendor, with the exception of the planned relocation of the Highway Facility devices anticipated to be November 2019.
  - j. All shipping costs must be listed up front. Otherwise, all costs are covered by vendor including disposal.
  - k. Disposal fees must be included or disclosed.
  - l. Toner recycling to be handled by vendor at no cost and includes shipping and packaging.
  - m. Cost for the contract term must be fixed. No bids with variable costs will be considered.
  - n. Any and all existing equipment leases need to be 'bought-out' including all related expenses (e.g., shipping, HDD, and data destruction).

#### **4. Technical Specifications**

##### **a. OCR Software**

The County requires an enterprise software solution that can create documents in multiple formats, including scan to text, PDF to Microsoft formats and Microsoft formats to PDF. Other formats such as ODF should be included.

1. Enterprise server based solution.
2. OCR documents to Microsoft Word, Excel, and PDF formats.

3. OCR from legacy documents to PDF or like.
4. PDF files need to be text searchable.
- b. Multifunction Devices ("MFDs")
 

The County is looking for MDFs that meet the following requirements:

  1. Capacity- 500 to 6,100
  2. Collate, 50 sheet staple, duplex, and hole punch
  3. Auto duplex/feed
  4. Account management interface with LDAP (Active Directory) (Single Sign On)
  5. Network printing directly from Windows (i.e., Windows 7, 8 and 10)
  6. Interruption capabilities
  7. All MFDs should be able to scan in color whether the machine is monochrome or a color device
  8. Job Queuing
  9. Bypass tray
  10. Input number of sheets appropriate to size of machine
  11. Centralized and distribute management of user account tracking-integration with managed print solution
  12. Secure print (copy release; copy/printing solution)
  13. All equipment is to be NEW and/or unaltered from manufacturer
  14. Average speed to be between 35 and 80 p.p.m
  15. Waupaca County will work with the vendor to identify all printers that will connect with the County network; some devices must be compatible with the State of Wisconsin's Host-on-Demand specifications
  16. Minimum 600x600 dpi on all new equipment
  17. Envelope print/feed capabilities
- c. Printers
 

Waupaca County desires to standardize printers, to the extent practicable, for the purpose of reduction in cost of supply inventories and ease of moving equipment from one location to another.
- d. Device Supply Reporting and Fulfillment
 

Waupaca County seeks a vendor that will provide automated supply ordering, inventorying and meter collection. In addition, all automated supplies will be individually labeled with the correct machine and location that each supply was intended. The IT Department will be provided documentation outlining what supply goes with each device with specific columns for asset tag by device and product order codes for their respective supplies.
- e. Managed Print Service Program
 

Please describe how your managed print services process works, including any and all responsibility and/or involvement of the Waupaca County IT Department.

  1. Manage 100% of the printer, copier, and multifunction device service and maintenance, including all related supplies (excludes paper).
  2. Status reporting.
  3. Reutilize Existing HP Laser Jet printers at specified locations which will become part of the managed print services.
- f. Print and Copy Reporting and Accounting
 

Waupaca County seeks the following services:

  1. Vendor Neutral
  2. Rules based printing to all devices
  3. Centralized reporting for all devices that includes both printing and copying
  4. LDAP (Active Directory) authentication integration



5. Pin based release for secure and Follow Me (pull/push) print jobs in designated areas (for example, in larger departments such as Health and Human Services).
- g. Deliverables for Service, Supplies and Support
  1. Service
    - a. Preference for County-Dedicated Service Technician(s)  
If a dedicated service technician is unavailable, describe coverage and response time. Include the number of local service technicians within Waupaca County and within 25 mile radius of Waupaca County
    - b. List the number of factory trained/certified technicians and HP trained/certified technicians.
    - c. Provide current manufacturer certifications specific to proposal that vendor holds.
    - d. Automated service and toner supply
    - e. Service Level Agreement (SLA) will be negotiated with successful vendor. Requirements of the SLA include:
      - i. Response time requirement and penalties.
      - ii. "Lemon" clause for any device with a high number of service calls
      - iii. Parts sourced locally where available
      - iv. Minimum 98% "uptime"
  2. Managed Print Software  
Provide three (3) years of support and upgrades
  3. Consistent Use Deliverables
    - a. Consistency in Use "Uptime" 98% or higher – Vendor required to demonstrate how this metric will be met; include references.
    - b. Expected response time to be 4 hours or less – Vendor required to meet this response time and explain how vendor calculates response
  4. Disposal Deliverables
    - a. "Green/Recycle" programs and procedures
    - b. Proper destruction of HDD and Data.
  5. Security Deliverables
    - a. Vendor shall ensure County's network attached printers are protected from external data breach.
    - b. Vendor shall ensure County's network attached printers are protected from corruption.
  6. Training Deliverables
    - a. Training for hardware and software will be provided as a hands-on demonstration at a time/date determined by each department throughout the County.
    - b. Customized training will be provided with the input of County employee users.

## **XV. PROPOSAL SUBMISSIONS**

The proposer's technical proposal shall be prepared using the following format to facilitate evaluation. If a proposer fails to provide the information requested in one or more sections, the proposal may be considered non-responsive. The proposal shall contain the following items:

1. Title Page: Identify firm and contact information, including specific contact person for this project by name, address, telephone and email address.
2. Cover Letter: A cover letter summarizing key points in the proposal not to exceed one page in length.
3. Firm Description and Key Personnel: This section should contain a brief history of your firm, names of principals, concise description of the types of works accomplished, indication of

- current staff size and location and any other relevant background information.
4. Scope of Services: The proposer shall describe its plans to provide the requested services and deliverables. This section should include any narrative description of the proposed methodology to accomplish the required tasks and meet the stated expectations, as well as any innovations used on similar projects that may be applicable to this project. The section should be in detail sufficient to allow identification of all the items of work required and the respective deliverables. Include timelines and key milestones.
  5. Cost: Completed Attachment A.
  6. Related Projects: A list of other contracts entered into by your team that are similar to this project should be provided. Each should include the degree of involvement by your firm and those personnel assigned to this project. If your firm has been a party to arbitration, mediation, or a party defendant in litigation involving similar projects, state the identity of the customer, the nature of the proceedings, when and where the proceedings occurred, and any official file number or other identifier. Also, state a summary of the issues and the results of the proceedings.
  7. References: Completed Attachment B.
  8. Statement of applicable insurance coverage described in Section X above.
  9. Any concerns, qualifications or conditions placed on the proposal.
  10. Signature Pages: Completed Attachments A (same as above in 5), B, and C. Failure to provide this information/form with your bid submittal may disqualify your proposal.

## **XVI. EVALUATION**

Applicants shall be evaluated on the following demonstrable abilities (sequence does not imply weight):

1. Experience: Previous project experience with “right sizing” print, copy, scan and fax devices and managed print services for government units.
2. Quality of Work: Previous customers interviewed to determine the quality of work provided.
3. Cost.
4. Project approach and methodology.
5. Capacity: The ability of the applicant to undertake and complete the project.
6. Minimum Requirements: The materials as required by the Scope of Work and submittal requirements will be reviewed to determine how well the applicant meets or exceeds the requirements.

## **XVII. INTERVIEWS**

Depending on the number of proposals received, the County may elect to short-list two or three vendors that demonstrate substantial qualifications and experience for this project.

1. Interviews will be scheduled at a date and time set by the Finance Committee, potentially July 8 or 9, 2019.
2. Each interview session will be scheduled on the hour and should last approximately forty-five (45) minutes. Your initial presentation should be 15-20 minutes with the balance of the time for questions from the Committee.
3. Each vendor’s Project Team is expected to participate in the presentation and subsequent question and answer session.
4. Waupaca County will not be responsible for any costs incurred by the vendor for the interview.

## **XVIII. SELECTION OF PROPOSAL**

The Finance Committee is scheduled to select the successful proposal deemed to be most advantageous to the County at its regularly scheduled monthly meeting on July 10, 2019.

**ATTACHMENT A**  
**REQUEST FOR PROPOSAL MANAGED PRINT SERVICES**  
**Waupaca County, Wisconsin**

Attachment D summarizes monthly volume counts by individual County Department for black and white and color copies. Certain devices in the Clerk of Courts, the Judicial Branches and the District Attorney's offices are state-owned devices. The state-owned devices are included in the volume counts for the respective department. Please limit your response to no more than four (4) decimal points for comparative purposes.

Cost per page (all-inclusive) proposal as described in Section XIV, B(3)(d):

	Black and White	Color
Cost Per Page – Maintenance & Toner		
Cost Per Page – Toner ONLY – State owned devices		
Cost Per Page – Exceeding Monthly Average		

Cost to move Highway devices to new facility	
Cost to add printer to contract	
Cost to add MFD to contract	
Cost to buy back inventory at end of contract	

Does your company comply with all the goals as outlined in Section XIV, B(3)(l) of this document?  
 If not, please explain.

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Failure to comply with all the goals might mean disqualification from the process.

**ADDENDUM RECEIPT VERIFICATION**

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. Dated:

Addendum No. Dated:

**FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.**

Company: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT B**  
**REQUEST FOR PROPOSAL MANAGED PRINT SERVICES**  
**Waupaca County, Wisconsin**

**REFERENCES:**

Proposer shall submit as a part of the proposal package, four (4) references, with at least two (2) being local government of a comparable size to Waupaca County; with name of business, address, contact person and telephone number, that has utilized the services being proposed to the County:

Vendor Name:  
Address:  
Contact Name:  
Title:  
Telephone No.:  
Email:

Vendor Name:  
Address:  
Contact Name:  
Title:  
Telephone No.:  
Email:

Vendor Name:  
Address:  
Contact Name:  
Title:  
Telephone No.:  
Email:

Vendor Name:  
Address:  
Contact Name:  
Title:  
Telephone No.:  
Email:

Feel free to attach a reference list in lieu of filling out "Attachment B."

**ATTACHMENT C**  
**REQUEST FOR PROPOSAL MANAGED PRINT SERVICES**  
**Waupaca County, Wisconsin**

**ASSURANCE OF COMPLIANCE**

Waupaca  
County  
Waupaca, WI

To Whom It May Concern:

The undersigned, being familiar with the provisions and conditions of these specifications for **Managed Print Services**, hereby propose to furnish and deliver as specified and directed to Waupaca County.

The vendor has carefully checked all items as description listed on the specification form, has properly identified or described proposed substitutions of the proposal, including all special provisions, and any deviation or expectations have been clearly cited herein. It is understood that these deviations and expectations will be considered a conclusive and an official part of this proposal.

In submitting this proposal, it is understood that the right is reserved by the County to reject any or all proposals, and it is agreed that this proposal may not be withdrawn during a period of (90) days from the time of the opening of the proposal.

Firm Name	_____
Firm Address	_____
	_____
Telephone Number	_____
Signature	_____
Title	_____
Date	_____
Email address	_____

**ATTACHMENT D**  
**REQUEST FOR PROPOSAL MANAGED PRINT SERVICES**  
**Waupaca County, Wisconsin**

Location	Accessed Monthly	Accessed Monthly
	Volume BW	Volume COLOR
TOTAL FOR DHHS	99,250	2,941
TOTAL FOR FINANCE	4,891	181
TOTAL FOR MAINTENANCE	141	
TOTAL FOR INFORMATION SERVICES	634	235
TOTAL FOR UWEX	23,096	3,764
TOTAL FOR HUMAN RESOURCES	6,188	
TOTAL FOR COUNTY CLERK	10,538	1,084
TOTAL FOR TREASURER	8,454	4,152
TOTAL FOR LAND INFORMATION	827	
TOTAL FOR REGISTER OF DEEDS	6,784	
TOTAL FOR HIGHWAY	7,743	1,873
TOTAL FOR VETERANS	1,589	320
TOTAL FOR DISTRICT ATTORNEY	10,033	105
TOTAL FOR CORPORATION COUNSEL	487	34
TOTAL FOR COURTS	12,706	47
TOTAL FOR CLERK OF COURTS A SECTION	7,856	
TOTAL FOR CLERK OF COURTS B SECTION	12,922	-
TOTAL FOR LAW LIBRARY	211	
TOTAL FOR CHILD SUPPORT	7,131	-
TOTAL FOR LWCD & PARKS	2,156	1,937
TOTAL FOR ZONING	1,447	

**ATTACHMENT E**  
**REQUEST FOR PROPOSAL MANAGED PRINT SERVICES**  
**Waupaca County, Wisconsin**

**ASSURANCE OF COMPLETION**

This document is to serve as complete acceptance of the Managed Print Services project by Waupaca County, and is not to be signed by either party until said parties agree that the project is complete and acceptable.

Upon verification and validation by said parties that the project is completed the contract will be signed and the one hundred and eighty (180) calendar day monitoring period of termination clause will begin.

**COUNTY ACCEPTANCE:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**PROPOSER:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



**ATTACHMENT F**  
**REQUEST FOR PROPOSAL MANAGED PRINT SERVICES**  
**Waupaca County, Wisconsin**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into between Waupaca County and \_\_\_\_\_ (“Business Associate”). This Agreement sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).

**RECITALS:**

A. Covered Entity and Business Associate are parties to an agreement pursuant to which Business Associate provides Technology related services to Covered Entity (“Services”).

B. In conjunction with Services, Covered Entity may make available to Business Associate Protected Health Information of Individuals, which Business Associate may only Use or Disclose in accordance with this Agreement.

**AGREEMENT:**

Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the rules on handling of Protected Health Information under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Rule”), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Rule”), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D (“Breach Notification Rule”), all as amended from time to time.

**1. DEFINITIONS**

- a. **Terms Defined in Regulation:** Unless otherwise provided in this Agreement, all capitalized terms in this Agreement will have the same meaning as provided under the Privacy Rule, the Security Rule and the Breach Notification Rule.
- b. **Protected Health Information or PHI:** Protected Health Information (“PHI”) means PHI that is received from Covered Entity, or created, maintained or transmitted on behalf of Covered Entity, by Business Associate.

**2. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- a. **Performance of Services:** Business Associate will Use or Disclose PHI only for those purposes necessary to perform Services, or as otherwise expressly permitted in this Agreement or Required by Law, and will not further Use or Disclose such PHI.

- b. **Subcontractors:** Business Associate agrees that, in accordance with 45 C.F.R. § 164.502(e)(1), if Business Associate's Subcontractor creates, receives, maintains or transmits PHI on behalf of Business Associate, Business Associate will enter into an agreement with such Subcontractor that contains substantially the same restrictions and conditions on the Use and Disclosure of PHI as contained in this Agreement.
- c. **Business Associate Management, Administration and Legal Responsibilities:** Business Associate may Use PHI for Business Associate's management and administration, or to carry out Business Associate's legal responsibilities. Business Associate may Disclose PHI to a third party for such purposes only if: (1) the Disclosure is Required by Law; or (2) Business Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as Required by Law or for the purposes for which it was Disclosed to the recipient; and (iii) notify the Business Associate of any other Use or Disclosure of PHI.
- d. **Data Aggregation and De-Identification:** Business Associate may Use PHI to perform data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Business Associate may also de-identify PHI in accordance with 45 C.F.R. § 164.514.
- e. **Covered Entity Responsibilities:** To the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity's compliance with such obligations.

### 3. **SAFEGUARDS FOR PROTECTED HEALTH INFORMATION**

- a. **Adequate Safeguards:** Business Associate will implement and maintain appropriate safeguards to prevent any Use or Disclosure of PHI for purposes other than those permitted by this Agreement, including administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information ("ePHI"), if any, that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity.
- b. **Compliance with HIPAA Security Rule:** Business Associate will comply with the applicable requirements of the HIPAA Security Rule.

### 4. **REPORTS OF IMPROPER USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION, SECURITY INCIDENTS AND BREACHES**

- a. **Use or Disclosure Not Permitted by This Agreement:** Business Associate will report in writing to Covered Entity any Use or Disclosure of PHI for purposes other than those permitted by this Agreement within ten (10) business days of Business Associate's learning of such Use or Disclosure.
- b. **Security Incidents:** Business Associate will report in writing to Covered Entity any Security Incident of which Business Associate becomes aware. Specifically, Business Associate will report to Covered Entity any successful unauthorized access, Use, Disclosure, modification, or

destruction of ePHI or interference with system operations in an information system containing ePHI of which Business Associate becomes aware within ten (10) business days of Business Associate learning of such Security Incident. Business Associate also will report the aggregate number of unsuccessful, unauthorized attempts to access, Use, Disclose, modify, or destroy ePHI or interfere with system operations in an information system containing ePHI, of which Business Associate becomes aware, provided that: (i) such reports will be provided only as frequently as the parties mutually agree, but no more than once per month; and (ii) if the definition of “Security Incident” under the Security Standards is amended to remove the requirement for reporting “unsuccessful” attempts to Use, Disclose, modify or destroy ePHI, the portion of this Section 4 addressing the reporting of unsuccessful, unauthorized attempts will no longer apply as of the effective date of such amendment.

- c. **Breaches of Unsecured PHI:** Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Rule, within ten (10) business days of the date Business Associate learns of the incident causing the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Rule.

## 5. ACCESS TO PROTECTED HEALTH INFORMATION

- a. **Covered Entity Access:** To the extent Business Associate maintains PHI in a Designated Record Set that is not duplicative of a Designated Record Set maintained by Covered Entity, Business Associate will make such PHI available to Covered Entity within ten (10) business days of a request by Covered Entity for access to such PHI.
- b. **Individual Access:** If an Individual makes a request for access to PHI directly to Business Associate, Business Associate will within ten (10) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual’s request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an Individual pursuant to such a request, unless Covered Entity directs Business Associate to do so.

## 6. AMENDMENT OF PROTECTED HEALTH INFORMATION

- a. **Covered Entity Request:** To the extent Business Associate maintains PHI in a Designated Record Set that is not duplicative of a Designated Record Set maintained by Covered Entity, Business Associate will provide such PHI to Covered Entity for amendment within ten (10) business days of receiving a request from Covered Entity to amend an Individual’s PHI. Alternatively, if Covered Entity’s request includes specific instructions on how to amend the PHI, Business Associate will incorporate such amendment into the PHI it holds in a Designated Record Set within ten (10) business days of receipt of the Covered Entity’s request.
- b. **Individual Request:** If an Individual makes a request for amendment directly to Business Associate, Business Associate will within ten (10) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding amendments to PHI and Business Associate will make no such determinations unless Covered Entity directs Business Associate to do so.

## 7. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- a. **Disclosure Records:** Business Associate will keep a record of any Disclosure of PHI that Business Associate makes, if Covered Entity would be required to provide an accounting to Individuals of such Disclosures under 45 C.F.R. § 164.528. Business Associate will maintain its record of such Disclosures for six (6) years from the date of the Disclosure.
- b. **Data Regarding Disclosures:** For each Disclosure for which it is required to keep a record under paragraph 7(a), Business Associate will record and maintain the following information: (1) the date of Disclosure; (2) the name of the entity or person who received the PHI and the address of such entity or person, if known; (3) a description of the PHI Disclosed; and (4) a brief statement of the purpose of the Disclosure.
- c. **Provision to Covered Entity:** Within ten (10) business days of receiving a notice from Covered Entity, Business Associate will provide to Covered Entity its records of Disclosures.
- d. **Request by Individual:** If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its record of Disclosures to Covered Entity within ten (10) business days of Business Associate's receipt of the Individual's request. Covered Entity will be responsible for preparing and delivering the accounting to the Individual. Business Associate will not provide an accounting of its Disclosures directly to any Individual, unless directed by Covered Entity to do so.

## 8. ACCESS TO BOOKS AND RECORDS

Business Associate will make its internal practices, books and records on the Use and Disclosure of PHI available to the Secretary of the US Department of Health and Human Services or his/her designee to the extent required for determining compliance with the Privacy Rule, the Security Rule, or the Breach Notification Rule. No attorney-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section.

## 9. TERMINATION

Covered Entity may terminate this Agreement upon material breach of this Agreement. Covered Entity will provide Business Associate with written notice of the breach of this Agreement and afford Business Associate the opportunity to cure the breach to the satisfaction of Covered Entity within thirty (30) days of the date of such notice. If Business Associate fails to timely cure the breach, as determined by Covered Entity in its sole discretion, Covered Entity may terminate this Agreement.

## 10. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

- a. **Return or Destruction of PHI:** Within thirty (30) days of termination of this Agreement, Business Associate will return to Covered Entity all PHI that Business Associate or its Subcontractors maintain in any form or format. Alternatively, Business Associate may, upon Covered Entity's consent, destroy all such PHI and provide Covered Entity with written documentation of such destruction.

- b. **Retention of PHI if Return or Destruction is Infeasible:** If Business Associate believes that returning or destroying PHI at the termination of this Agreement is infeasible, it will provide written notice to Covered Entity within thirty (30) days of the effective date of termination of this Agreement. Such notice will set forth the circumstances that Business Associate believes makes the return or destruction of PHI infeasible and the measures that Business Associate will take for assuring the continued confidentiality and security of the PHI. Business Associate will extend all protections, limitations and restrictions of this Agreement to Business Associate's Use or Disclosure of the PHI retained after termination of this Agreement and will limit further Uses or Disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible.

## 11. MISCELLANEOUS

- a. **INDEMNIFICATION:** Business Associate shall, to the extent allowed by Wisconsin law, indemnify the Covered Entity for costs associated with any Incident arising from the acquisition, access, use, or disclosure of Protected Health Information by the Business Associate in a manner not permitted under HIPAA Rules. This paragraph shall survive the termination of this Agreement.
- b. **CONSTRUCTION OF TERMS:** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Rule, the Security Rule or the Breach Notification Rule issued by HHS.
- c. **NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- d. **NOTICES:** All notices required under the Agreement will be given in writing and will be delivered by (1) personal service, or (2) first class mail. All notices shall be addressed and delivered to the contact designated in the signature block, or other address provided by the party from time to time in writing to the other party. Notices given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United States Postal Service. Notices given by personal service shall be deemed for all purposes to have been given as of the date of the Certificate of Service.
- e. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with regard to the Privacy Rule, the Security Rule and the Breach Notification Rule, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.
- f. **WRITTEN AGREEMENT:** This Agreement will be considered an attachment to the underlying agreement or arrangement and is incorporated as though fully set forth within the underlying agreement or arrangement. This Agreement will govern in the event of conflict or inconsistency with any provision of the underlying agreement or arrangement.

- g. **AUTOMATIC AMENDMENT:** This Agreement shall automatically incorporate any change or modification of applicable state or federal law as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law.
- h. **COUNTERPARTS AND SIGNATURE:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.
- i. **CHOICE OF LAW:** The validity, construction and effect of this Agreement will be governed by the laws of the State of Wisconsin, without giving effect to that state's conflict of laws rules. Any Dispute will be resolved in Waupaca County Circuit Court or US District Court, Eastern District of Wisconsin.
- j. **EFFECTIVE DATE:** This Agreement is effective as of the later of the two signature dates of the Parties' representatives indicated below.

**WAUPACA COUNTY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BUSINESS ASSOCIATE**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contacts for Notices under this Agreement:**

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**END OF DOCUMENT**