

REQUEST FOR PROPOSAL



Phone System Replacement

PROPOSALS MUST BE RECEIVED

NO LATER THAN 4 P.M., CDT, Wednesday May 14th, 2025

FOR FURTHER INFORMATION PLEASE CONTACT THE PROJECT MANAGER:

JENNA REIL, IT PROJECT MANAGER

CITY-COUNTY INFORMATION TECHNOLOGY COMMISSION

407 GRANT STREET

WAUSAU, WI 54403-4783

(715) 261-6703

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I. Solicitation

City-County Information Technology Commission (CCITC), which provides IT services to Marathon County, the City of Wausau and North Central Health Care is seeking proposals from qualified vendors to replace its existing on-premises phone system with a modern, cloud-based Webex solution. The objective is to enhance communication, collaboration, scalability, and reliability while reducing the maintenance overhead of on-premises hardware.

CCITC reserves the right to reject, in whole or in part, any and all proposals; to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible proposer determined to be the most advantageous to CCITC. The contract will be awarded in accordance with the terms and conditions of Sections 3.05 (4) and 3.06 of the Marathon County procurement code. This solicitation may be canceled if doing so is determined to be in the best interests of CCITC. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

Proposals will remain firm once submitted and may not be withdrawn for a period of ninety (90) days, subject to provisions for correction of error in the proposal as contained in Section. 3.05 (4) (d) of the Marathon County procurement code.

II. Instructions

A. Responsibility

It is the responsibility of all proposers to carefully read the entire Request for Proposal (RFP) which contains provisions applicable to successful submission and completion of a proposal. If you discover any ambiguity, inconsistency or error in the RFP, you must notify Jenna Reil, City-County Information Technology Commission, 407 Grant Street, Wausau, WI 54403-4783 via Email at Jenna.Reil@co.marathon.wi.us. Only interpretations or corrections of the RFP made in writing by CCITC are binding. You should not rely on interpretations or corrections made in any other way. All requests for interpretations or corrections must be received by CCITC no later than five days prior to the deadline for submitting proposals. Responses to questions will be posted to the State of Wisconsin Vendornet site.

B. Submission of Proposals

A printed and electronic copy on a USB thumb drive of all proposal materials must be submitted in one sealed envelope or other container.

The proposal must be received by CCITC by 4:00 p.m. CDT on Wednesday May 14th, 2025. Actual receipt is required by that time. Deposit in the mail is not sufficient. Submittals by FAX or E-Mail are not acceptable and will be rejected.

It must be addressed to:

Jenna Reil
IT Project Manager
City-County Information Technology Commission
407 Grant Street
Wausau, WI 54403-4783

The following notation must appear in the lower left-hand corner of the envelope or other container: Phone System Replacement

C. Evaluation of Proposals

Grading Scale

The evaluation of proposals will be based on the following (sequence does not imply importance):

- 38% Fit with requirements and environment
- 30% Cost
- 15% Record of performance on similar project
- 15% CCITC's Prior Experience with Vendor
- 2% Proposal quality and content

D. Presentations

Based on our initial evaluation of the proposals received CCITC reserves the right to request an oral presentation and demonstration by the proposer. Proposers should be prepared to discuss/demonstrate all aspects of their proposal in detail. More than one presentation may

be required of some proposers at the request of CCITC. CCITC reserves the right to request a written statement from the proposer after any oral presentation.

E. Cost Liability

CCITC is not liable for any costs incurred in responding to this RFP or in any presentation.

F. Acceptance and Rejection of Proposals

CCITC reserves the right to accept or reject any part of the proposal from the responsible proposer determined to be in the best interests of CCITC.

G. Restrictions of Proposals

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 should be clearly stated in the proposal. All proposals become the property of CCITC. This Request for Proposal is governed by the public records laws of the State of Wisconsin. All responses become public record upon award of the contract. If confidentiality is claimed by the proposer, CCITC will notify the proposer of any request for such documents and will defend non-disclosure of the documents as allowed by law. The proposer will cooperate with CCITC in any such defense and agrees to indemnify and hold CCITC harmless for any costs of such defense. More specific details of public record request responses are in Exhibit A.

H. Schedule of Events

RFP Released	April 24th, 2025
Proposal Due Date	May 14th, 2025
Evaluation Period	May 14 th - May 30th, 2025
Contract Signed	May 30th, 2025

** A WebEx meeting will be held on Wednesday, May 7th 2025 from 2 – 3pm CST to address any proposer questions. Please use the following link to join:

<https://ccitc.webex.com/ccitc/j.php?MTID=m617396323a25cc24f8923ea9daa5f342>

III. Proposal Requirements

A. Management Summary

Provide a synopsis of the proposal. The synopsis should contain a brief statement of the features of the proposal. It should include an overall cost summary and general recommendations and conclusions.

B. Corporate Data

Furnish a detailed background of your company's experience providing these services. Finalists will be required to furnish the company's most recent annual report and the last two years annual financial statements for proof of financial solvency.

C. Contact Person

Provide the name and phone number of the person to whom CCITC staff should address questions about the proposal.

D. References

Provide at least three (3) customer references with whom you have contracted or for whom you have performed similar services. If similar services were performed in Wisconsin, identify other projects by your firm or third-parties that have not been specifically addressed elsewhere in your proposal.

E. Litigation

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.

F. Contractual Conditions – SEE EXHIBIT A for a complete list

In your RFP response, provide copies of proposed contracts and agreements. The following contractual conditions are a short summary of what CCITC will require in the contract between CCITC and the successful vendor:

- Include a specific and clear section titled RFP Exceptions in the response identify each and every item in the RFP to which you are not able to meet all or part of the requirement.
- The contract will state clearly that the RFP and the vendor's RFP response are all included as part of the agreement.
- There shall be one contract between CCITC and the proposer.
- The contract shall be governed by the laws of the State of Wisconsin.
- The contract shall be effective on the date it is approved and signed by CCITC.
- All products generated as a result of this RFP shall become the sole property of CCITC.
- The successful offeror shall not assign any part of its interest in this agreement without the prior written consent of CCITC. Any assignment of the contract or of a subsequent service agreement must allow for CCITC to terminate the agreement within 90 days of assignment with no penalties to CCITC.
- Where applicable, the successful offeror shall be responsible for any and all permits required.

G. Proposer Terms

- Offeror will state the expiration date of their proposal.
- Billing procedures and effective terms will be mutually arranged upon acceptance of the proposal of the successful offeror.
- The payment structure will be no more than 20% of the contract up front. The Respondent is encouraged to suggest relevant milestones and partial payment amounts in its proposal. CCITC will withhold retainage from each milestone, with final payment of 30% being made upon Final Acceptance of the system by CCITC.

H. Proposer Support

- Provide a full project scheduling.
- For equipment and license requirements, provide a schedule including lead time between order placement, completion and delivery.
- Specify the remedies you can support and corrective measures that will be taken to assure contract compliance and user satisfaction for all products.

I. Costs

Respondents must provide line item pricing and total costs of proposed services.

- Each project segment shall be priced separately.
- Hardware and supplies
- Travel and living expenses
- Training
- Maintenance
- Labor
- Licenses – both one time and renewable licenses
- Customizations
- Recurring software and hardware maintenance agreements
- Vendor will provide line-item pricing.
- The vendor is expected to identify any Items that the vendor believes are necessary for a successful deployment.
- The vendor should note any special circumstances or limitations on the pricing provided.

IV. Project Scope

The objective of this project is to replace existing end-of-life physical phones and associated hardware essential for both routine business operations and emergency communications. This upgrade will enhance the shared enterprise communication infrastructure utilized and funded by all departments within Marathon County, the City of Wausau, and NCHC.

A. Key considerations of the project include:

Migrating life safety systems to independent dialing platforms to enhance reliability and safety.

Maintaining legacy voice gateways to support critical systems such as Vocera, Rauland Responder 5, fax server, Axis intercoms, Alice virtual attendant system, water utilities (Win 911), fire station G2, emergency phones, and paging systems.

This project ensures a robust, reliable, and modern communication system across all involved departments, while maintaining essential legacy services.

B. Scope of Work

The selected vendor will be responsible for the design, implementation, migration, and ongoing support of a Webex-based Unified Communications as a Service (UCaaS) solution. The scope includes, but is not limited to:

1. System Design & Planning

- Assess the current on-premises phone system and user requirements.
- Perform a User Needs Assessment
 - Conduct surveys and meetings with key departments to gather requirements and understand call flow needs.
- Analyze current call handling processes and recommend optimizations within the Webex platform.
- Document findings and provide a proposed call flow design for approval before implementation.
- Provide end-user device compatibility assessment and recommendations, including alternatives for existing analog devices.
- Identify areas where video capable phones are needed.
- Verify existing Webex tenant, local gateway and routing adhere to best practices, including existing Webex Customer Experience queues.
- Identify all existing analog life safety systems, including elevators and alarm panels, and provide a migration plan to a compatible analog gateway or alternative solution.
- Evaluate all existing call center environments (including, but not limited to, the CCITC helpdesk and the county's Child Support call center)
- Provide a detailed design and implementation/migration roadmap for the Webex environment, including licensing, call flows, and feature configurations.
- Configure E911 to adhere to state and federal law including enhancing notification workflows.

- Implement paging and broadcast through Informacast Fusion
- Migrate all existing 3rd party interfaces including, but not limited to: Vocera, Rauland Responder 5, fax server, Axis intercoms, Alice virtual attendant system, water utilities (Win 911), fire station G2, emergency phones, and paging systems.
- See Exhibit B for Environment Overview
 - Approximately 1650 users
 - Approximately 1215 phones

2. Deployment & Migration

- Provision and configure the Webex solution including integration with Microsoft Teams.
- Configure call routing, voicemail, auto-attendants, and other telephony features.
- Upgrade/Migrate paging and broadcast notifications to Informacast Fusion and integrate with Webex calling.
- Provide available options to migrate existing voicemail boxes and their respective incoming and outgoing messages and personal configuration settings

3. Training & Documentation

- Conduct training sessions for IT staff and end users on Webex features and administration.
- Provide detailed documentation, including configuration details and troubleshooting guidelines.
- For on-premise portions of the system, provide complete diagrams and as-builts of how systems is wired both conceptually and physically
- For the portions of the system that will be resident in the Webex Calling cloud provide diagrams showing call flow and locations of servers and configurations systems.

4. Deliverables

- Comprehensive implementation plan and timeline.
- Configured and fully operational Webex phone system.
- User and administrator training sessions.

5. Project Timeline

- Vendors must provide a proposed project timeline, ensuring minimal disruption to daily operations, with an estimated completion date.

Exhibit A - Required Contractual Conditions

The contractual terms and conditions outlined below should be included in any agreement between CCITC and offeror unless CCITC determines that a specific term and condition is not applicable.

1. Offeror shall provide to CCITC copies of any proposed contracts and agreements.
2. Include a specific and clear section titled RFP Exceptions in the response to identify each and every item in the RFP to which you are not able to meet all or part of the requirement.
3. The contract will state clearly that the RFP and the offeror's RFP response are all included as part of the agreement.
4. The contract shall be governed by the laws of the State of Wisconsin.
5. All call traffic and any servers containing CCITC configuration information for the system must stay within the continental US or within other countries the US allows encrypted traffic.
6. The contract shall be effective on the date it is approved and signed by CCITC.
7. All products generated as a result of this RFP shall become the sole property of CCITC.
8. The successful offeror shall not assign any part of its interest in this agreement without the prior written consent of CCITC. Any assignment of the contract or of a subsequent service agreement must allow for CCITC to terminate the agreement within 90 days of assignment with no penalties to CCITC.
9. The software maintenance agreement must cap future annual software maintenance increases to no more than CPI+1% over the previous year. This requirement will apply to any future renewals of this or related agreements.
10. There will be performance penalties agreed to during contract negotiations which will penalize the vendor if milestones are not met on time or scope. If you cannot agree in principle now to these penalties this must be clearly identified in the RFP exceptions section of your response.
11. Any license granted pursuant to this RFP and subsequent agreement must allow and include a license to use and the costs to setup a test environment.
12. The resulting contract shall define a Final Acceptance date the date after go-live by which all critical and significant issues are to be resolved.
13. The software maintenance is expected to have the first year included.
14. Software maintenance starts at Final Acceptance – not installation or the go-live dates.
15. Proposed software, hardware and any additional components identified in this proposal will be under warranty for a minimum of 12 months.
16. For software – all data and information will be owned by CCITC.
17. The successful offeror will specify in the contract that the product will be sold and supported for at least 5 years from our purchase.
18. HIPAA Compliance – If the solution will store HIPAA protected information, provide how you are currently HIPAA compliant, how you will maintain it each year, a copy of certification that you are HIPAA compliant and your notification process in the event of a breach.

19. The contract will specify that we will be notified of any information breach in the vendor's network within 48 hours, regardless if it is on our servers or on other customers.
20. If applicable, the successful offeror shall sign our Business Associate Agreement (BAA) which covers their responsibilities related to information sharing and protection. If conflicts occur between agreements, exhibits, amendments, or any other contractual documents, the BAA will have precedence.
21. If remote access is needed, the vendor will comply with our remote access methods which include, but are not limited to:
 - a. Remote access will not be available 24x7. Remote access will only be available on request and the connection will be turned off at a set time.
 - b. The vendor will not have super user, administrator or domain administrator privileges on our servers.
22. Ownership of data and transition: Any and all CCITC, City, and County data stored on the Vendor's servers or within the Vendors custody, is the sole property of CCITC, City, and County. The Vendor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce CCITC, City, and County data in any manner, or provide to any entity or person outside of CCITC, City, and County without the express written authorization of CCITC, City, and County. In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Respondent shall:
 - a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of CCITC, City, and County;
 - b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as CCITC, City, and County may direct, for orderly completion and transition; and
 - c. Make available to the CCITC, City, and County, at no cost, all CCITC, City, and County data stored within the system, stored on the Vendor's servers, or within the Vendor's custody, within fifteen (15) days of termination or CCITC, City, and County request.
 - d. Once the system is Live at CCITC, ownership of all scripts, configuration files and code developed specifically for CCITC will be owned by CCITC.
23. For cloud solutions:
 - a. The contract will specify that we will be notified of any information breach in the vendor's cloud within 48 hours, regardless if it is on our servers or on other customers.
 - b. The contract will specify that we will be provided all of our data in a csv format at no cost within 5 business days of us requesting it when the contract is terminated plus at least once annual (so that the export is tested annually). If applicable, photos will be in jpg format, videos in mp4 format. Audio in an industry standard format (not AAC).
 - c. The contract will specify that the cloud solution will have a security audit annually and that the report will be provided to CCITC within 1 month of receipt at no charge. The report will also include the vendor's plans and schedule to mitigate any issues identified. The vendor will keep us informed of the resolution of the identified risks at least every month until resolved.
24. Billing procedures and effective terms will be mutually arranged upon acceptance of the proposal of the successful offeror.
25. The payment structure will be no more than 20% of the license up front. The Respondent is encouraged to suggest relevant milestones and partial payment amounts in its proposal. CCITC will withhold retainage from each milestone, with final payment of 30% being made upon Final Acceptance of the system by CCITC.
26. Taxes: CCITC, Marathon County, and City of Wausau, and their respective departments ,are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.
27. Insurance Requirements: Offeror shall not commence work under any agreement until all insurance required is obtained, , nor shall offeror allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.
 - a. Offeror shall maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. In case any work is sublet, offeror shall require the subcontractor

- similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by offeror.
- b. General Liability, Professional Liability and Property Damage Insurance. Offeror shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary) and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by offeror, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
 - Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and Property Damage.
 - Professional Liability Coverage, \$1,000,000 per occurrence and \$2,000,000 in aggregate.
 - Automobile Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage.
 - Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage.
 - c. CCITC reserves the right to require higher or lower limits where warranted.
 - d. Proof of Insurance: Offeror shall furnish the CCITC with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that offeror meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the CCITC and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the CCITC Director for approval prior to the execution of any resulting contract. Upon renewal of the required insurance, and annually thereafter, the CCITC shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name CCITC as an additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.
28. Cancellation/Termination: CCITC shall reserve the right to:
- a. Nonappropriation of Funds: Cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
 - b. Terminate this contract, for CCITC's convenience, at any time by a notice in writing from CCITC to offeror by certified mail. If the Contract is terminated by CCITC as provided herein, offeror shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of offeror covered by this Contract, unless payments of compensation have previously been made.
29. Contract Modifications: The scope of the services to be performed under any resulting Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent CCITC from exercising its reserved right to establish reasonable time schedules for any of the work or services to be performed by or deliveries to be received from offeror hereunder. Furthermore, this amendatory provision shall not operate to prevent CCITC from canceling any of the services not yet performed or any deliveries not yet made at the time notice is given to offeror of the cancellation of such services or portion of the work to be performed hereunder.
30. Patent Infringement: Offeror shall guarantee any articles provided were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein shall not infringe any United States patent. The Vendor covenants that it will at its own expense defend every suit which shall be brought against CCITC (provided that such Vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
31. Public Records Access: CCITC, Marathon County, and the City of Wausau are subject to the Wisconsin Public Records Law. It is the policy of these entities to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Evaluations of responses to requests for proposals are subject to further discussion, clarification and negotiation. Records of responses to requests for proposal will not be available for public inspection prior to issuance of the award of the contract.

32. Proprietary Information: Any restrictions on the use of data contained within a response to request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is offeror's responsibility to defend the determination in the event of an appeal or litigation.
 - a. Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of CCITC.
 - b. Any material submitted by offeror in response to CCITC's request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin Public Records Law, must be identified and include citation to the specific provisions of law that preclude disclosure and any factual or background information necessary to establish that the identified provisions of the law apply to that particular information. Proposal prices cannot, under any circumstances, be held confidential.
 - c. In the event CCITC becomes involved in litigation due to offeror's refusal of permission to release information identified as confidential or proprietary, offeror agrees to indemnify, defend and hold harmless CCITC for any costs associated with said litigation.
33. Confidentiality of Data: In the event work conducted under this contract requires offeror to have access to CCITC's databases via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services, offeror agrees to keep all such data confidential and to execute any reasonable agreement to assure CCITC that offeror will comply with all state and federal confidentiality laws and/or regulations. These restrictions herein shall survive the termination of this contract, regardless of the reason for termination, and shall continue in full force and effect and shall be binding upon offeror or its agents, employees, successors, assigns or subcontractors. offeror shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by offeror, its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.
34. Promotional Advertising/News Releases: Reference to or use of CCITC, the City of Wausau, Marathon County, any of their departments, agencies or other subunits, or any county official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of CCITC. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization.
35. Mutual Hold Harmless/Indemnification: Offeror shall agree to release, indemnify, defend, and hold harmless Marathon County, the City of Wausau, and CCITC, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of offeror's officers, officials, employees, agents or assigns.
36. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
37. Gratuities and Kickbacks: It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request

for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

38. Dispute Resolution: If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

39. Independent Contractor Status: The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of Marathon County. The Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of CCITC, the City of Wausau, or Marathon County are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by CCITC on behalf of the Contractor. Neither Marathon County nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers 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. Furthermore, Contractor agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venturer with, or partner of, CCITC.
40. Non-Debarment Clause: Offeror hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Offeror further agrees and certifies that this clause shall be included in any subcontract of this contract. CCITC also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.
41. Statement of Compliance: Offeror will agree that it has carefully reviewed CCITC's required contract language, as set forth in the Request for Proposal pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements.
42. Waiver/Severability: No waiver of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this contract. If any provision of this contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this contract entirely.
43. Response to Open Record requests during the RFP process - Sec. 3.05(2)(d), of the Marathon County Procurement Code, provides that: "No proposal shall be handled so as to permit disclosure of the contents of any proposal to any competing offerors during the process of negotiation. "Upon completion of contract negotiations, the contents of proposals, ranking tabulations of proposals and the register of proposals, kept by the county's purchasing agent, shall be made available for inspection upon request. In accordance with sec. 3.05(4)(d) iv, Procurement Code, Marathon County reserves the right to commence negotiations with one or more offerors whose proposals it deems to be most advantageous to the county. Only the identity of those offerors shall be subject to disclosure to competing offerors prior to completion of negotiations. However, Marathon County reserves the right to negotiate with any offeror at any time within the time specified for the validity of offers or proposals.

Exhibit B – Environment Overview

I. Collaboration Applications

Application	Hostname	IP Address	Version
CUCM	uc-ncw-cm-1.co.marathon.wi.us	10.3.4.10	12.5(1)SU2
IMP	uc-ch-cup-1.co.marathon.wi.us	10.16.4.16	12.5(1)SU2
CUCM	uc-ch-cm-1.co.marathon.wi.us	10.16.4.15	12.5(1)SU2
IMP	uc-ncw-cup-1.co.marathon.wi.us	10.3.4.12	12.5(1)SU2
CUCM	uc-cw-cm-1.co.marathon.wi.us	10.16.4.10	12.5(1)SU2
UCXN	uc-cw-uconn-1	10.16.4.11	12.5(1)SU2
UCXN	uc-ncw-uconn-1	10.3.4.11	12.5(1)SU2
CER	uc-ncw-cer-1	10.3.4.25	12.5(1)SU5
CER	uc-cw-cer-1	10.16.4.25	12.5(1)SU5
EXP	uc-vcs-c2	10.16.4.20	X12.5.6
EXP	uc-vcs-e2	172.19.6.20	X12.5.6

II. Cisco IOS Devices

Model	Hostname	IP Address	Version
ISR4331	UC-CH-4331-3	10.64.4.210	16.9.6
ISR4331	UC-NCW-4331-2	10.3.4.210	16.9.6

III. Webex Calling Readiness

	Model	Registered	Total
◆	Cisco 8945	890	958
◆	Cisco Unified Client Services Framework	184	695
●	Cisco 8841	72	73
◆	Cisco 8961	32	39
●	Cisco 8811	34	36
◆	Cisco 6941	26	32
◆	Cisco 3905	26	27
●	Cisco 8845	20	20
◆	Cisco ATA 187	9	18
●	Third-party SIP Device (Advanced)	11	12
◆	Cisco ATA 191	9	12
●	Cisco 7821	12	12
◆	Cisco 7937	8	9
●	Third-party SIP Device (Basic)	7	7
●	Cisco 8832	3	4
◆	Cisco 8831	2	2
●	Cisco 7832	2	2
●	Cisco 8851	1	1

Hardware Compatibility

Model	Hardware Version	Count
Cisco 7821	V03	12

IV. Analog Gateway Compatibility

	Model	Total
◆	VG224	32
◆	Cisco 2901	2
◆	VG310	1

V. Local Gateway

Hostname	Model	Version	Memory (GB)	Notes
UC-CH-4331-3	ISR4331	16.9.6	4.0	Min. IOS ver. 16.12.4. Min. RAM 4GB
UC-NCW-4331-2	ISR4331	16.9.6	4.0	Min. IOS ver. 16.12.4. Min. RAM 4GB

VI. Site Survivability

Hostname	Model	Version	Memory (GB)	Notes
UC-CH-4331-3	ISR4331	16.9.6	4.0	Min. IOS ver. 17.9.3. Max. registrations 100
UC-NCW-4331-2	ISR4331	16.9.6	4.0	Min. IOS ver. 17.9.3. Max. registrations 100