



REQUEST FOR PROPOSAL (RFP)

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

RFP NUMBER	119090
RFP TITLE	Key Box Systems and Tracking Software, including Ongoing Maintenance for the Dane County Jails
RFP DEADLINE	December 23, 2019 2:00 p.m. (CST) Late proposals, faxed proposals, mailed proposals, hand-delivered proposals or unsigned proposals will be rejected.
SUBMIT PROPOSAL TO THIS EMAIL ADDRESS	bids@countyofdane.com
VENDOR CONFERENCE	There will be a vendor conference on November 20, 2019 at 1:00 p.m. in the Public Safety Building, 115 W. Doty Street, Madison, WI. Vendors must submit a letter of registration listing all attendees by 4:00 p.m. on November 15, 2019 in order to participate in the vendor conference.
DIRECT ALL INQUIRES TO	NAME Carolyn A. Clow
	TITLE Purchasing Agent
	PHONE # 608/266-4966
	EMAIL Clow.carolyn@countyofdane.com
	WEB SITE www.danepurchasing.com
DATE ISSUED: November 11, 2019	

PROPOSAL SUBMISSION CHECKLIST

Proposal Components	Proposal Delivery
<input type="checkbox"/> All components of the proposal response, except the cost proposal, PDF format <input type="checkbox"/> Cost proposal, PDF format <input type="checkbox"/> Up-to-date Vendor Registration	<input type="checkbox"/> Email Subject Line must include: RFP Number RFP Title RFP Deadline Date/Time

PROPOSALS MUST BE DATE/TIME STAMPED AS PART OF THE EMAIL SUBMISSION NO LATER THAN THE PROPOSAL DEADLINE IN ORDER TO BE CONSIDERED.

1.0 GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Clarification of the Specifications
- 1.3 Vendor Conference
- 1.4 Reasonable Accommodations
- 1.5 Addendums and/or Revisions
- 1.6 Calendar of Events
- 1.7 Contract Term and Funding
- 1.8 Submittal Instructions
- 1.9 Multiple Proposals
- 1.10 Proposal Organization and Format
- 1.11 Proprietary Information
- 1.12 Cooperative Purchasing
- 1.13 Vendor Registration
- 1.14 Local Purchasing Ordinance
- 1.15 Dane County Sustainability Principles
- 1.16 Fair Labor Practice Certification

2.0 PROPOSAL SELECTION AND AWARD PROCESS

- 2.1 Preliminary Evaluation
- 2.2 Proposal Scoring
- 2.3 Oral Presentations/Interview
- 2.4 Evaluation Criteria
- 2.5 Right to Reject Proposals and Negotiate Contract Terms
- 2.6 Award and Final Offers
- 2.7 Notification of Intent to Award

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

- 3.1 Definitions and Links
- 3.2 Scope of Services/Specification Overview

4.0 PROPOSAL PREPARATION REQUIREMENTS

- 4.1 [Required Form – Attachment A – Vendor Information](#)
- 4.2 Table of Contents
- 4.3 Tab 1: Overview
- 4.4 Tab 2: Organization Capabilities
- 4.5 Tab 3: Staff Qualifications
- 4.6 Tab 4: Key Inventory System Overview
- 4.7 Tab 5: Hardware
- 4.8 Tab 6: Software
- 4.9 Tab 7: Installation/Setup
- 4.10 Tab 8: Training
- 4.11 Tab 9: System Maintenance
- 4.12 Tab 10: Project Plan and Timeline
- 4.13 Tab 11: References
- 4.14 [Required Form – Attachment B – Designation of Confidential & Proprietary Information](#)

5.0 COST PROPOSAL

- 5.1 General Instructions on Submitting Cost Proposals
- 5.2 Format for Submitting Cost Proposals
- 5.3 Fixed Price Period

6.0 SPECIAL CONTRACT TERMS & CONDITIONS

- 6.1 Acceptance Test
- 6.2 Fixes, Upgrades and Future Software Options

- 7.0 REQUIRED FORMS – ATTACHMENTS**
 - 7.1 Attachment A – Vendor Information
 - 7.2 Attachment B – Designation of Confidential & Proprietary Information
 - 7.3 Attachment C – Cost Proposal
- 8.0 STANDARD TERMS AND CONDITIONS**
- 9.0 APPENDIX 1 - DANE COUNTY IT INFRASTRUCTURE**
- 10.0 APPENDIX 2 - SOFTWARE AND OPERATING SYSTEMS SUPPORTED BY DANE COUNTY INFORMATION MANAGEMENT**
- 11.0 APPENDIX 3 – TEMPORARY 1 DAY ACCESS/REGISTRATION FORM**

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for purchasing key box systems and tracking software, including ongoing maintenance for the Dane County Sheriff's Office according to the specifications set forth within this document.

The County intends to use the results of this process to award a contract or issue of purchase order for the product(s) and or services(s) stated.

The Dane County Purchasing Division is the sole point of contact for questions and issues that may arise during the RFP process.

1.2 Clarification of the Specifications

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (Electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (Section 1.6).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.3 Vendor Conference

A vendor conference will be conducted by the COUNTY, and provides an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour the facilities.

Participation in the conference is mandatory for any vendor intending to submit a proposal in response to this RFP. The site tours are also mandatory to avoid the situation of a proposal being submitted without the vendor having seen the facilities. Any company planning to attend the conference and site tours must submit a **“Registration Form” (See Appendix 3)** to include the names and titles of any representative(s) potentially participating. For the conference and tours, each participant must have a valid driver's license or other officially-issued photo identification. All participants shall be subject to a criminal background check prior to access to the secure jail facility pursuant to DCSO policy 603.03. At least one representative from the company electing to consider bidding and not more than three individuals may participate for a single vendor. Any additional participants must receive the advance approval of COUNTY.

1.4 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY).

1.5 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division [website](#).

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt/review of any addendum(s) at the bottom of the Vendor Information Page.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
November 11, 2019	RFP Issued
December 4, 2019	Last day to submit written inquiries (2:00 p.m. CST)
December 6, 2019	Addendums or supplements to the RFP posted on the Purchasing Division website
December 23, 2019	Proposals due (2:00 p.m. CST)
January 2020	Interviews (if needed)
February 2020	Vendor Selection/Award

1.7 Contract Term and Funding

The contract shall be effective on the date indicated on the contract execution date and shall run for one year(s) from that date, with an option by mutual agreement of the County and contractor, to renew for four (4) additional one-year periods.

1.8 Submittal Instructions

Proposals must be received in by the County Purchasing Division via email to bids@countyofdane.com by the specified time stated on the cover page. All proposals must be received via email and time stamped by the stated time. Proposals not so stamped will not be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

Dane County is not liable for any cost incurred by proposers in replying to this RFP.

All proposals must be provided in PDF format with the following information in the email subject line:

- Request for proposal title
- Request for proposal number
- Proposal due date

1.9 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

1.10 Proposal Organization and Format

Proposals should be organized to comply with the section numbers and names as shown in Section 4.0: Proposal Preparation Requirements.

1.11 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Required Form – Attachment B “Designation of Confidential and Proprietary Information”. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

1.12 Cooperative Purchasing

Participating in cooperative purchasing gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (20, Wis. Stats).

On the Vendor Information page, you will have the opportunity to participate in allowing other municipalities to piggyback this bid. Participation is not mandatory. A vendor’s decision on participating in this service has no effect on awarding the bid.

Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

1.13 Vendor Registration Program:

All proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for solicitations issued by the County and provides the County with up-to-date company contact information.

Provide your Dane County Vendor # in the Vendor Information section of the proposal submission packet.

For Non-Registered Vendors:

Complete vendor registration by visiting www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

Check to make sure your vendor information including commodity codes is up-to-date by signing into your account at www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Vendor Log In.

1.14 Local Purchasing Ordinance

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score.

Vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

1.15 Dane County Sustainability Principles

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems);
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

1.16 Fair Labor Practice Certification

Dane County Ord. 25.09 (1) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall

SECTION 1 – GENERAL INFORMATION

include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

Additional information can be found using the following links: www.nlr.gov and <http://werc.wi.gov>.

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.0 PROPOSAL SELECTION AND AWARD PROCESS

2.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 1 and Section 4 are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in the RFP.

2.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

2.3 Oral Presentations/Interview

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation on the date scheduled may result in rejection of the vendor's proposal.

2.4 Demonstrations

Top-scoring vendor(s) may be required to install and demonstrate its product(s) and/or service(s) at a County site. Product(s) being demonstrated must be delivered to the County site upon two (2) weeks notice by the County to the vendor(s) and must be installed and ready for the demonstration within one (1) week of delivery. The County will furnish detailed specifications concerning the demonstration site and the particular test it will use to exercise the vendor's product(s) and/or service(s). Failure of a vendor to furnish the product(s) and/or service(s) it has proposed for demonstration within the time constraints of the preceding paragraph may result in rejection of that proposal. Failure of any product(s) and/or service(s) to meet the County's specified requirements during the demonstration may result in rejection of the vendor's proposal.

The successful demonstration of the vendor's product(s) and/or service(s) does not constitute acceptance by the County. Any product(s) and/or service(s) furnished by the vendor for the purposes of this demonstration must be identical in every respect to those which will be furnished if a contract results.

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.5 Evaluation Criteria

The proposals will be scored using the following criteria:

Proposal Requirements	Percent
Organization capabilities and staff qualifications (Sections 4.4, 4.5, 4.6)	15%
Hardware Section 4.7	25%
Software Section 4.8	10%
Installation and Setup Section 4.9	10%
Training Section 4.10	5%
Maintenance and Repair Section 4.11	5%
Project Plan & Timeline Section 4.12	10%
Cost	Percent
Cost (Section 5)	20%
Total	100%

2.6 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

2.7 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

2.7 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

County: Dane County

County Agency: Department/Division utilizing the service or product.

Proposer/Vendor/Firm/Contractor: a company submitting a proposal in response to this RFP.

Dane County Purchasing website: www.danepurchasing.com

Fair Labor Practices websites: www.nlrb.gov and <http://werc.wi.gov>

3.2 Scope of Services/Specification Overview

Project Description

The Dane County Sheriff's Office (DCSO)-Security Services Division currently operates jails in the City County Building (CCB), Public Safety Building(PSB), and the Ferris Center(FC). DCSO is requesting a proposal for a key box system and software to be installed and used in nine (9) separate locations within the PSB and CCB. In addition, the vendor shall provide a key inventory software program, to log sets of keys and individual keys on each set of keys, in conjunction with their key box hardware.

Objectives

The purpose of this project is to increase key accountability within the Dane County Jail (DCJ). Currently, keys at the various posts or floors are simply passed from the off going deputy to the oncoming deputy. There is not a reliable system in place to track who has what set of keys, how long they have that set of keys, or what keys are on any particular set.

This project will allow supervisors within the division to be alerted when a set of keys is not returned when appropriate and allow for documentation to be produced of who was responsible for a set of keys at any given time.

Current Operations

Operational sets of keys at posts are handed off from one shift to the next with no systematic accounting of the keys. All DCSO Keys and key rings have been inventoried and keys not in use have been removed.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.0 PROPOSAL PREPARATION REQUIREMENTS

Proposals should be organized to comply with the section numbers and names as shown below. Each section heading should be clearly marked. Graphics may be included. The RFP sections which should be submitted/responded to are:

4.1 Required Form – Attachment A – Vendor Information

4.2 Table of Contents

Provide a table of contents that, at a minimum, includes all of the sections as identified below. Listings of sub-sections and graphics/tables also may be included. Section dividers are encouraged.

4.3 Tab 1: Overview

Provide an overview that includes the following:

- Name of Firm
- An overview of the proposed system
- Provide an overview of the firm's interest in the project.
- Name and qualifications of the proposed project manager

4.4 Tab 2: Organization Capabilities

Include information regarding how your firm's work on key box system installs and ongoing maintenance.

- Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results.
- Describe the availability of assigned personnel to provide the service in an efficient and timely manner with respect to the installation of the proposed equipment in a correctional institutional setting.
- Describe the availability of assigned personnel to provide follow-up and trouble shooting / repair capabilities to installed equipment during the warranty period. This includes estimating a response time guarantee to have personnel on-site after being notified of a problem.

Identify from what location your firm will provide services to the County.

4.5 Tab 3: Staff Qualifications

Include information regarding how your employee's work on project installation, training and ongoing maintenance services.

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project. This includes all installation staff.

Provide an affirmation of understanding that all vendor staff that will access the secure areas of the jail will need to successfully pass a background check, and the vendor will ensure they employ personnel on their staff that can qualify to be allowed into jail areas.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.6 **Tab 4: Key Inventory System Overview**

Provide an overview of your company’s proposed key inventory system. Include a schematic of how hardware will be laid out and of what electric and fiber connectivity will be needed.

4.7 **Tab 5: Hardware**

The four (4) locations in the PSB will be Central Booking, Move Team 3 Office, Central Control, and the PSB Sergeant’s office. The key boxes purchased must be able to be installed in these four (4) locations. The required number of sets of keys for each location are listed below.

The four (5) locations in the CCB will be in the control rooms on CCB Control, 6 East, 6 West, 7 West, and/or directly adjacent to the control room for 7 East.

System	Building	Location	Number of Current Keyrings	Notes	Proposed capacity of Key System
1	CCB	7 East Control Room	26+6+3=34	Includes CCB SGT Office keys(6) and CCB Utility Deputy keys (3)	36
2	CCB	6 East Control Room	22		24
3	CCB	7 West Control Room	13		16
4	CCB	6 West Control Room	20		24
5	CCB	CCB Control	17		24
6	PSB	Central Booking	12		12
7	PSB	Move 3 Office	10		12
8	PSB	PSB Control	71	22 keys kept inside control on hooks, balance on key control system outside of central control	50
9	PSB	PSB SGTS Office	7		12
		Total	206		210

- Any system may have an integrated biometric fingerprint reader on board to access the system.
- Any system using a biometric fingerprint reader must have one additional biometric fingerprint reader attached to a desktop computer and that desktop computer must be able to access the software to add new users to the system. The computer will be in the jail operations office, which is in a separate location than the required key boxes. It will work if the software is accessible directly though the county network by a logged in administrator.
- Any system may alternately provide an access card reader that could be integrated with the county’s current access card system to gain access to the system. A vendor can propose one or both options to access the system.
- Any system must accommodate large Folger Adams (6”)type security keys on all key rings and have adequate space between key rings.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- Any system must be able to hold the weight of all the necessary keys to be secured in the key box, preferably with a I key tag that mechanically inserts and locks into the storage panel. Each key ring may have multiple keys with multiple sizes and weights.
- Any system must be a modular design to allow for easy expansion for additional key storage in the future.
- Any system must allow the units to communicate with each other to add users and update profiles across the system.
- Systems shall have a solid door or be opaque to prevent viewing of the contents of the key storage cabinet inside.

Provide a narrative of the hardware needed for the proposed system.

4.8 Tab 6: Software

- Any system must include multiple layers of access control, a 100% verifiable audit trail, on-demand reporting capabilities, and user action restriction.
- The software must be able to inventory individual keys on all key rings.
- The software must only be accessible to approved end users other than to check in and out key rings.
- The software must be able to run reports in real time to show what keys are currently checked out.
- The software must be able to generate reports showing who checked out what specific key rings for any specific time period going back at least 12 months.
- The software must be accessible from each specific keybox and from a stand alone desktop computer. It will work if the software is accessible directly though the county network by a logged in administrator.

Provide a narrative of the software needed for the proposed system.

4.9 Tab 7: Installation/Setup

Describe system installation and setup, including who will perform the setup and installation.

4.10 Tab 8: Training

1. Describe training and amount of training time needed. Dane County prefers a train-the-trainer format and will train 10 trainers.
2. Describe how the training is delivered.
3. Describe the resource materials (with instructions on how to run reports, add/delete users, any trouble shooting, and directions on how to call for service) that will be provided at training and left with County for future reference.

4.11 Tab 9: Maintenance and Repair

Provide an overview of maintenance and repair services offered, include response time and phone-in technical support options.

The vendor shall provide a cost for maintenance/support plans in 1 year increments up to 5 years. The maintenance plans should include all service fees required for the duration of the contract. The vendor shall provide to the county the current name(s) of the individual(s) that would be responsible for reporting to the DCJ to correct any issues with the key boxes, where they are based from, and their average response time for any calls for service.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.12 **Tab 10: Project plan and timeline**

Present a plan for the installation of this system. Make note of important milestones and project deliverables. Briefly describe the activities, decisions, and responsibilities of the contractor and Dane County.

Present a realistic timeline for this project's completion following contract award.

4.13 **Tab 11: References**

Proposers must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

4.14 **Required Form – Attachment B – Designation of Confidential & Proprietary Information**

5.0 COST PROPOSAL

5.1 General Instructions on Submitting Cost Proposals

Proposers must submit a PDF of the cost proposal as instructed on the **cover page of the RFP** (Special Instructions).

Cost Proposal Form (Attachment C) should be submitted in a separate PDF file, titled **Cost Proposal**.

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

5.2 Format for Submitting Cost Proposals

See Required Form – Attachment C – Cost Proposal

5.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed for 180 days.

6.0 SPECIAL CONTRACT TERMS & CONDITIONS

6.1 Acceptance Test

The County reserves the right to test the software/hardware for a period of ninety (90) days prior to acceptance to determine that the product functions as outlined in this document. If problems are encountered during this acceptance period, it is not required that the 90 day period expire in order for a new acceptance period to begin. Acceptance will be defined as all hardware and software specified in the contract being installed and operational; all staff trained and capable of functioning in a production environment. Failure by the Contractor to provide a system that performs as stated in their RFP response may result in rejection by the County.

6.2 Fixes, Upgrades, and Future Software Options

A – Fixes: For a period of not less than twelve (12) months, after the County's acceptance of any software or hardware used in this proposal, the Contractor shall correct any and all errors in the software regardless of whether the error is brought to the attention of the Contractor by another user of the software by the County, or by any other person.

B – Upgrades/Enhancements: For a period of not less than twelve (12) months after the project completion and the County's acceptance of any software used in this proposal, the Contractor shall provide to the County, at no additional cost, any changed or enhanced versions of the software within thirty days after the changed or enhanced versions are made available to customers.

C – Future Software Options and Replacement Software: The Contractor grants the County the options, for any software for which the County has paid a one-time purchase or license fee, to acquire any software options or replacement software which the Contractor shall make available after the acceptance date at the lesser of (a) Contractor's published purchase price for the software options or replacement software, or (b) the difference between the Contractor's published purchase price for the replacement software or software options and the current or most recent purchaser license fee for the software or software options previously acquired by the County under this Agreement. This provision shall remain in effect for the duration of the lifetime of the software. The contractor also will register all software used in this implementation to Dane County.

VENDOR INFORMATION	
VENDOR NAME:	

Vendor Information (address below will be used to confirm Local Vendor Preference)			
Address			
City		County	
State		Zip+4	
Vendor Rep. Name		Title	
Email		Telephone	
Dane County Vendor #			

Fair Labor Practice Certification (check only 1)	
<input type="checkbox"/>	Vendor has not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.
<input type="checkbox"/>	Vendor has been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.

Local Vendor Purchasing Preference	
Are you claiming a local purchasing preference under DCO 25.08(7)?	<input type="checkbox"/> No <input type="checkbox"/> Yes (complete remainder of this section)
Preference as a Dane County Business:	<input type="checkbox"/> Dane
Preference as a business located in a county adjacent to Dane County:	<input type="checkbox"/> Columbia <input type="checkbox"/> Sauk <input type="checkbox"/> Iowa <input type="checkbox"/> Green <input type="checkbox"/> Dodge <input type="checkbox"/> Rock <input type="checkbox"/> Jefferson

Cooperative Purchasing	
<input type="checkbox"/>	I <u>agree</u> to furnish the commodities or services of this bid to other municipalities.
<input type="checkbox"/>	I <u>do not agree</u> to furnish the commodities or services of this bid to other municipalities.

Addendums – this vendor hereby acknowledges receipt/review of the following addendums, if any.				
Addendum #1 <input type="checkbox"/>	Addendum #2 <input type="checkbox"/>	Addendum #3 <input type="checkbox"/>	Addendum #4 <input type="checkbox"/>	None <input type="checkbox"/>

Signature Affidavit			
<p>In signing this bid, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified on Attachment B. The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.</p>			
Signature		Title	
Name (Printed)		Date	

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.

Section	Page #	Topic

Proposer is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

In the event the Designation of Confidentiality of this information is challenged, proposer hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

SECTION 7 – REQUIRED FORMS – ATTACHMENT B

COST PROPOSAL

VENDOR NAME:

Itemize pricing so that all costs (one-time, fixed, recurring, ongoing, optional, usage based, etc.) for all services, hardware, software, licensing, hardware maintenance, software maintenance, development, documentation, training, support, and operation are reflected. All pricing should be broken out by line item category. Proposals shall also list and price any item that is part of the solution (whether hardware, software, or management-related) that has not been specified in the requirements but is needed in order for successful installation, development and operation.

Location	Minimum # of keys	
7 East Control Room	36	\$
6 East Control Room	24	\$
7 West Control Room	16	\$
6 West Control Room	24	\$
CCB Control	24	\$
Central Booking	12	\$
Move 3 Office	12	\$
PSB Control	50	\$
PSB SGTS Office	12	\$
TOTAL COST	210	\$

Biometric fingerprint reader, software and computer	\$
Installation & Setup	\$
Training	\$

**PRICE PROPOSAL
5-Year Preventative Maintenance and Service Contract**

NAME OF FIRM:

For the price(s) listed below, our firm hereby offers to provide security system maintenance services at the locations listed above in accordance with the Specifications, Schedule and Terms and Conditions of this bid:

Provide annual fixed cost for maintenance:

First Contract Term \$ _____ / Per Year 2020 - 2021

Second Contract Term: \$ _____ / Per Year 2021 - 2022

Third Contract Term: \$ _____ / Per Year 2022 - 2023

Forth Contract term \$ _____ / Per Year 2023 - 2024

Fifth Contract Term \$ _____ / Per Year 2024 - 2025

Grand Total 5 years \$ _____

Provide hourly fixed flat repair rates not covered by the maintenance:

First Contract Term \$ _____ / Per Year 2020 - 2021

Second Contract Term: \$ _____ / Per Year 2021 - 2022

Third Contract Term: \$ _____ / Per Year 2022 - 2023

Forth Contract term \$ _____ / Per Year 2023 - 2024

Fifth Contract Term \$ _____ / Per Year 2024 - 2025

Provide hourly repair rate for services after normal work hours \$ _____

Provide hourly repair rate for services provided on weekends and holidays \$ _____

Parts price discount percentage from list price % _____

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 11/2019

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, “vendor” includes a provider of goods or services, or both, who is responding to an RFP or a bid, and “bid” includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall

establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder’s certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be received in the electronic mailbox of the Dane County Purchasing Division on or before the date and time that the bid is specified as being due.

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the

SECTION 8 – STANDARD TERMS AND CONDITIONS

Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 AMERICANS WITH DISABILITIES ACT: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (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, copyright or trademark 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.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 INDEMNIFICATION & INSURANCE.

20.1 Vendor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions,

SECTION 8 – STANDARD TERMS AND CONDITIONS

officers, employees or representatives. The obligations of vendor under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and County its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, vendor shall, at vendor's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent vendors and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

20.2.3. Environmental Impairment (Pollution) Liability

Vendor agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

20.2.4. Workers' Compensation.

Vendor agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability.

vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, vendor shall furnish County with a Certificate of Insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If vendor's insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on claims-made policies, either vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

20.4. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this Agreement.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release

SECTION 8 – STANDARD TERMS AND CONDITIONS

such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, 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 shall be the property of the County.

23.0 **RECYCLED MATERIALS:** Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 **PROMOTIONAL ADVERTISING:** Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 **ANTITRUST ASSIGNMENT:** The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 **RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS:** Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.03 **COMPLIANCE WITH FAIR LABOR STANDARDS.** During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that vendor has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends

termination, suspension or cancellation of this agreement, the County may take such action.

27.04 **VENDOR** may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.05 **VENDOR** shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing"

SECTION 9 – APPENDIX 1 - DANE COUNTY IT INFRASTRUCTURE

Introduction

Dane County Information Management has two direction statements that help to govern the acquisition of hardware and software for the county. They are:

- Acquire hardware and software, which rank among the leaders in the industry, as balanced by their compatibility with Dane County's infrastructure, and by the resources needed for support.
- Implement application software which meets our customers' needs, as balanced by their compatibility with Dane County's infrastructure, and by the resources needed for support.

To this end Dane County Information Management has defined a fairly narrow, mainstream set of hardware/software that are supported on the county network (see spreadsheet attached).

Network Infrastructure

Dane County uses Dell hardware for all network infrastructure, with the exception of wireless access points and controllers, which are provided by Cisco Systems.

The primary network protocol used by Dane County is TCP/IP over Ethernet. Standard network speeds on Dane County's network are 10GB on the network backbone and 100Mb to all workstations on the LAN. The network backbone is connected via fiber-optic cable, with 1GB and 10GB speeds.

Dane County uses Citrix Xen Apps and Citrix Xen Desktop as its primary application delivery methods. It is the expectation that all applications should work in a shared user environment.

Dane County currently has approximately 500 Dell workstations, and 1,400 Dell Wyse terminals. The county additionally has approximately 2,000 Mitel phones. Most workstations and terminals are connected to the network via the 100Mb network switch in the IP Phone.

Lead-time for new network connections is 30 days minimum. New connections that require high-speed fiber optic cable may require significantly more lead-time. New wireless access points that need to be added to the county network would also require significant more lead-time to ensure that the access is secure and to build the required infrastructure.

Servers

Dane county operates a VMware ESX virtual server environment on which all Microsoft product based. Linux servers and virtual appliances run as guest. The policy is that all servers will be run as VM guest, unless justification as to why a physical sever is needed is submitted and approved by the Dane County Division of Information Management at least 60 days in advance of when the server is needed.

A native Windows 2016 Active Directory domain is the primary directory service on the county network. Whenever possible, applications should be integrated with active directory for authentication.

Microsoft SQL Server 2016 is the primary backend DBMSs, however other DBMS platforms would be allowed if support is provided by the vendor. If the county needs to purchase the required system software (OS, SQL, IIS, etc.), the required system configuration should be given to the Information Management team no later than 30 days in advance so that licenses can be ordered and system security can be reviewed.

SECTION 9 – APPENDIX 1 - DANE COUNTY IT INFRASTRUCTURE

Microsoft Exchange 2016 is the supported e-mail/messaging platform for the Dane County. Any applications or systems that require e-mail connectivity or integration should interoperate with Microsoft Exchange 2016.

Storage

Dane County uses Dell Compellent along with local storage as required for the storing of data. Access to the data is accomplished using the iSCSI and/or Microsoft CIFS protocol or locally defined drives.

Data is replicated to Dane County's disaster recovery site utilizing the replication software provided by the SAN vendor. Data is backed up utilizing Comvault's data protection software.

Desktop Workstations

Dane County uses Dell workstations and laptops exclusively for all desktops and laptops.

All new PC's and laptops are being deployed with Windows 10. The county uses the Microsoft suite of Microsoft Office productivity applications, Currently Microsoft Office 2016 with no plans at this time of moving to Office 365.

Mobile Devices

Smart Phones and Tablets – Dane County supports any smart phone or tablet that is County owned and has an iOS or Android operating system installed. Network access is limited and a request for access must be submitted to Information Management no later than 30 days before the access is needed. All mobile devices are required to be setup by Dane County Technical staff if access to County network resources is required.

VoIP Phones

Dane County has an extensive network of VoIP phones utilizing Mitel Phones and controllers.

SECTION 10 – APPENDIX 2 - HARDWARE & SOFTWARE REQUIREMENTS

Software and Operating Systems Supported By Dane County Information Management		
Product	Release	Notes
ADAudit Plus	Ver. 5.1.0	ManageEngine licensed product for monitoring end users.
Adobe Acrobat Professional	DC 19	
Citrix GoToMeeting		Web Conferencing and Screen Sharing (Cloud Service)
Citrix XEN Server	6.5 and above	Physical Appliances production Virtual Appliances for testing
Citrix XEN Apps	6.5 and above	
Citrix XEN Desktop	7.8 and above	
Citrix Sharefile		
Citrix Netscaler	11.x and above	
Citrix PVS	7.8 and above	
Citrix Storefront	3.0 and above	
Comvault Data Protection Software	11	
Crystal Reports	2016	
EMC SourceOne		
Entrust Identity Guard 2 Factor Authentication	12	
Google Chrome		
Laserfisch Imaging	10.2	
Microsoft SQL server	2012 2016	
Microsoft Active Directory	Windows 2016	
Microsoft APPV	4.6 & 5.0	
Microsoft Exchange	2013	
Microsoft Internet Explorer	11	
Microsoft Internet Information Services	7 and 7.5	
Microsoft Lync Server	2016	
Microsoft Skype for Business	2016	Still have some Microsoft Lync 2010 deployments, full conversion by end of 2019
Microsoft Office suite (Outlook, Word, Excel, Access , PowerPoint ...)	2016	Some departments still Office 2010, full conversion by end of 2019
Microsoft SCOM and SCCM	2012 R2	SCCM 1710
Microsoft SharePoint Enterprise	2012	

SECTION 10 – APPENDIX 2 - HARDWARE & SOFTWARE REQUIREMENTS

Microsoft Windows Server	2016	
Microsoft Windows Workstation	10	
NetMotion	10.10	Mobile Session Reliability Software
Palo Alto Firewall	Pan-OS 8.0.11	
Proof Point	8.11.1	
Trend IMSVA	9.0	
Trend Security Office Scan	XG	
Trend Server Protect	6.0	
Varonis	6.3.260	Audit file servers; real time ransomware protection
VMware ESX	6.0	
Zix Port Email encryption	6.3	

SECTION 11 – APPENDIX 3 – TEMPORARY 1 DAY ACCESS/REGISTRATION FORM

SITE VISIT - TEMPORARY 1 DAY ACCESS/REGISTRATION FORM

Complete this form in its entirety and email to Carolyn Clow in the Purchasing Department **no later than November 15, 2019 at 4:00p.m.** in order to be approved to attend the site visit.

Clow.carolyn@countyofdane.com

Today's Date		Date of Access	November 20, 2019
Company Name		Position	
Reason for Visit	RFP# 119090 Site Visit	Phone #	

FIRST name		Driver's License #	
MIDDLE Name		State Issued	
LAST name		Current Address	
Other LAST names used			

Date of Birth		States lived in, past 10 years	
Sex			
Race			

Felony Convictions?	YES or NO	If Yes, when?	
Misdemeanor Convictions?	YES or NO	If Yes, when?	

Representative's Signature		Printed Name	
-----------------------------------	--	---------------------	--

+++++

PLEASE ALLOW 3-4 FULL BUSINESS DAYS FOR THE BACKGROUND PROCESS TO BE COMPLETED. THANK YOU.

OFFICE USE ONLY

- | | |
|----------|-------------------------|
| D.O.T. | OPEN TICKETS |
| C.I.B. | JAIL RECORDS |
| F.B.I. | LOCAL COMPUTER CONTACTS |
| CCAP | |
| WARRANTS | |

Date Criminal History Run _____

Project & Program Assistant: L. Prieur _____

Sergeant: _____