

REQUEST FOR PROPOSAL (RFP)

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

RFP NUMBER	119025					
RFP TITLE	Jail S	ecurity Camera Upgrade and Maintenance				
RFP DEADLINE	January 24, 2019 2:00 p.m. (CST) Late proposals, faxed proposals, electronic mail proposals or unsigned proposals will be rejected.					
MANDATORY SITE VISIT	Public S	Wednesday, January 9 th , 2019 10:00a.m. Public Safety Building Security Administration Conference Room 115 W. Doty St., Madison WI				
SUBMIT PROPOSAL TO THIS ADDRESS	CITY COUNTY BUILDING DANE COUNTY PURCHASING DIVISION 210 MARTIN LUTHER KING JR BLVD ROOM 425 MADISON, WI 53703-3345					
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	WEB SITE	www.danepurchasing.com				
DATE ISSUED: December 14, 2018						

PROPOSAL SUBMISSION CHECKLIST					
# of Proposals	Proposal Delivery				
 ☐ (1) original ☐ (5) copies ☐ (1) electronic copy of your proposal and cost proposal in PDF format on a flash drive ☐ Cost proposal original and one copy in a separate envelope per Section 5.1. ☐ Up-to-date Vendor Registration 	☐ Sealed envelope/package containing proposals and labeled with: Vendor Name Bid Number Bid Deadline Date/Time				
PROPOSALS MUST BE DATE/TIME STAMPED BY A DANE COUNTY DEPARTMENT OF ADMINISTRATION STAFF MEMBER					

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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 upgrading and integrating security cameras and replacing the existing Vicon system with a Bosch Recording solution for the Dane County Sheriff's Office according to the specifications set forth within this document.

Additionally, interested parties may submit a proposal for a preventative maintenance and service plan for maintaining all security and video systems used in the Dane County Jail System and Dane County Courthouse. This proposal will include all upgraded and new systems that are outlined in the scope of work in this RFP, as well as existing systems that are not included in the upgrade proposal.

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 <u>Clarification of the Specifications</u>

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 1.5).

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 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).

1.4 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.

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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.

1.5 <u>Calendar of Events</u>

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
December 14, 2018	RFP Issued
January 9, 2019	Mandatory Site Visit (10:00 a.m.)
January 11, 2019	Last day to submit written inquiries (2:00 p.m. CST)
January 15, 2019	Addendums or supplements to the RFP posted on the Purchasing Division website
January 24, 2019	Proposals due (2:00 p.m. CST)
February 2019	Vendor Selection/Award

1.6 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run until completion of the project.

1.7 Submittal Instructions

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division 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 packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

1.8 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.

1.9 Required Copies

Proposers must submit an original and the required number of copies of all materials required for acceptance as instructed on the cover page of the RFP.

All hard copies of the proposal must be on 8.5"x11" individually securely bound. In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format saved on a Flash Drive.

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 <u>Local Purchasing Ordinance</u>

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 <u>Dane County Sustainability Principles</u>

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 include a certification indicating whether the bidder has been found by the National

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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.nlrb.gov and http://werc.wi.gov.

1.17 Acceptance Testing

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. Accepted 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 will result in rejection by the County

1.18 Fixes, Upgrades and Future Software Options

<u>Fixes</u>

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 or by the County, or by any other person.

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 the customers.

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 project to Dane County.

1.19 Payment Terms and Invoicing

Provider shall submit monthly invoices for services rendered. All invoices shall contain complete and accurate information.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order or contract. In no instance shall the provider invoice the County for more than is authorized by the County on the issued purchase order or contract

State Sale Tax/Federal Excise Tax: RFPs should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec. State Statute No. 77.54(9a). Wis. Slats. The Dane County's CES number is ES 41279.

NON-ALLOWED CHARGES. **Incidental or standard industry charges not identified herein, are not allowed under this contract.** Miscellaneous service charges used to help the Provider pay various fluctuating current and future costs are not allowed. These include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services. Shipping charges for materials necessary and travel time for personnel to respond to calls for service are also prohibited.

1.20 Mandatory Site Visit

No more than three (3) individuals may participate in the mandatory site visit. Each individual attending the mandatory site visit must complete the Site Visit – 1 Day Temporary Access/Registration Form (Attachment D). Directions and dates to have the forms sent into the Sheriff's Department is listed on the form.

Any vendor submitting a proposal in response to this RFP is required to attend the mandatory site visit. Participation in the mandatory site visit does not obligate a vendor to submit a proposal in response to this RFP.

Government issued photo identification is required to enter the facilities on the day of the mandatory site visit.

A full criminal background check will be performed for each individual planning to attend the mandatory site visit.

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 this 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 to the County on the date scheduled may result in rejection of the vendor's proposal.

2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Proposal Requirements	Percent
Organizational Capabilities	25%
(Section 4.4)	23/0
Staff Qualifications	15%
(Section 4.5)	15/0
Project Understanding & Approach	15%
(Section 4.7)	15%
Preventative Maintenance & Service	
Requirements	20%
(Section 4.8)	
Cost	Percent
Cost	25%
(Section 6)	25%
Total	100%

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.5 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.

2.6 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

PSB: Public Safety Building **CCB:** City County Building

3.2 Project Overview

3.2.1 Project Description

The Dane County Sheriff's Office – Security Services Division currently operates jails in both the Public Safety Building (PSB), City-County Building (CCB), and Ferris Center (FC). Additionally, it has responsibility for holding areas and secure elevators in the Dane County Courthouse. This project includes updating all jail cameras and recording system hardware to Bosch equipment; quarterly preventative maintenance service and on-call repair service to the cameras; and all other security control systems.

3.2.2 Project Objectives

The objective is to upgrade and integrate the security video system and replace the existing Viconet system with a Bosch Recording solution for the Dane County Sheriff's Office. The proposal includes upgrading the remaining, outdated recording and infrastructure video equipment in the PSB, CCB and Courthouse to the new Bosch equipment.

A Bosch video system has already been installed in the City County Building. This equipment is linked to Bosch master server hardware located in the Public Safety Building. However, a complete Bosch Video system does not exist in the City County Building. Specifically, the City County Building Central Control uses Wonderware software which provides an analog feed video signal via a Viconet system.

The purpose of this project is to upgrade existing security video (CCTV) hardware and software so that it is consistent between all 3 buildings so that all control stations have the ability to monitor all areas of the jail system and Courthouse. The new system shall provide a single application for live and recorded video monitoring.

3.2.3 Existing Technology Description

For purposes of this project, the Dane County Jail is divided into three buildings. These are the Public Safety Building jail located at 115 West Doty Street in Madison, WI. The second jail building is adjacent to the first. It is the City-County Building jail located at 210 Martin Luther King Jr. Blvd. In Madison, WI. The 3rd location is the Dane County Courthouse, located at 115 S. Hamilton Street. Each jail building has separate security control systems and control areas. The County uses an interconnected Wonderware Software, operated centrally from central control in its security control area.

Existing PSB Building

The existing PSB camera configuration consists of 2 systems, Viconet and Bosch. The vast majority of PSB cameras are controlled by Viconet for both live view and recording. Some PSB cameras are controlled by Bosch; however, the Bosch digital signal is split. The signal is converted to analog and sent to Viconet in order for live view to be displayed on Wonderware software and the digital signal is sent to Bosch for recording. Currently doors/door alarms/2 secure elevators/video cameras/intercoms are controlled with this system with GUI screens displayed on the monitors.

Existing CCB Building

The existing CCB Camera System consists of 2 systems, Viconet for live viewing and Bosch for recording. Currently doors/door alarms/2 secure elevators/video cameras/intercoms are controlled with this system with GUI screens displayed on the monitors.

Existing Courthouse

The existing Courthouse Camera System consists of Viconet for live viewing and recording. Currently doors/door alarms/2 secure elevators/video cameras/intercoms are controlled with this system with GUI screens displayed on the monitors.

3.3 Scope of Services – Hardware Replacement

3.3.1 Equipment Installation

The project includes outfitting the PSB with a Bosch recording solution, three (3) six monitor workstations in PSB master control as well as three (3) one monitor workstations throughout the PSB. This Bosch recording solution will be designed to use hardware and software that will be needed for future, site-wide video system upgrade. The Bosch solution must allow for "privacy masking" for live and recorded video to meet Prison Rape Elimination Act (PREA) requirements allowing privacy screening via a designated grey or black box and no video data will be recorded.

The proposal also seeks to replace the storage servers with appropriate space to provide continuous recording on all cameras with 120 or more days of retention of video recordings.

3.3.2 **Project Requirements**

The purpose of this project is to upgrade existing security video system hardware and software so that it is similar between all 3 buildings and so that all control stations will have the ability to monitor all areas of the jail system and Courthouse. The new system shall provide a single application for live and recorded video monitoring.

This upgrade to the Dane County Jail camera system will be updating the existing video system matrix to eliminate the use of analog cameras, DVR's, and related equipment. The upgrade will consist of modernizing to digital (IP addressed) cameras and related hardware.

The contractor of the upgrade project will need to communicate and coordinate the work under this project with the County to ensure the upgrades are expandable to accommodate additional future jail infrastructure added as a part of an anticipated jail consolidation building project.

Specific requirements are as follows:

- The contractor is required to install the most recent version available of all software, and to upgrade it if any updates are released within one year of the <u>project</u> <u>completion date</u>.
- All controlling PC's used in this project must have sufficient processing speed and RAM/HDD capabilities to efficiently operate existing Wonderware software. They must also be equipped with Windows10 OS or current standard.
- 3. All touchscreen panels used shall be a minimum of 22"
- 4. All Relay boards / PLC / and related electronics must be non-proprietary, and available to be replaced through established commercial electronics sources.
- Provide that all workstations in the PSB / CCB / Courthouse are connected to the existing camera system so that the operators of the control panels can view all cameras in existing system and new cameras.
- 6. The Contractor will provide on-site training in the use of the upgraded systems. The dates of the on-site training will be negotiated during the installation period, but will be for multiple dates to accommodate Dane County employees who work at these stations 24 hours a day / 7 days-a week.
 - The Contractor shall provide an electronic method for work orders to be sent, received, responded to and recorded. (Example website-based work order system).
 - b. When the Contractor installs a new camera they shall install Cat 6e cabling to connect the new camera to the system to replace existing coaxial type cables.
 - c. The Contractor shall update Wonderware user control in CCB Deputy Control Rooms, PSB Deputy desks and Courthouse Bailiff's Office.

3.3.3 Project Specifications

- 1. Upgrade existing Security camera Software and Hardware necessary to provide live and recorded video monitoring in the Public Safety Building Jail, City-County Building Jail, and Dane County Courthouse via the Bosch system. All new cameras shall be installed with Cat6 cable.
- 2. Provide camera masking "Blackouts" for PREA Compliance in live and recorded modes as specified by jail administration.
- 3. Allow users to configure camera views in custom grid patterns on their monitors as well as the standard square grid patterns with 10+ Simultaneous live camera views.
- **4.** Send system alarms to workstations (Camera Disconnects, Recording State Failures, etc.)

- **5.** Offer Video Analytic capabilities to assist with finding video faster and more efficiently. Video Analytics should also alert users in real-time unfolding situations to improve situational awareness while easing the workload of the operator.
- **6.** Update/ replace workstations to Windows 10 Operating System (or current standard).
- 7. Add twenty (20) minimum 4 megapixel IP Cameras to cover blind spots in CCB Hallways and Stairwells Included in Proposal for PREA compliance.
- 8. Add nine (9) minimum 4 megapixel 360 degree IP Cameras in CCB cellblock 717 cells and dayroom. These cameras will improve visibility in the cells and be more difficult for inmates to cover, reducing staff time to direct inmates to uncover current cameras.
- **9.** Add additional separate and secure server space to allow secure storage of video saved for jail investigations (HD video takes significant bandwidth and staff time to transfer to DVDs).
- **10.** System should provide ability for jail administration to restrict playback access for sensitive events or investigations.
- 11. Provide Bosch System Software Maintenance Agreement to keep system connected and operational inclusive of all updates and upgrades for a term of three (3) years.

3.3.4 Technical Scope – Hardware Replacement

This section covers the requirements associated with the installation, additions, and replacements of the Security Camera systems in the Dane County Jail. Specifically in the Public Safety Building, City County Building, and Dane County Courthouse.

The vendor is to furnish a price that includes all equipment, materials, labor, engineering and programming to provide complete and professionally installed systems in optimum working order.

Vendor is to furnish a price that includes any and all connectors, cable strain relief, hardware, transformers, power supplies, UPS capable of providing continuous use of the system for a minimum period of 15 minutes, rack panels, interfaces, fasteners, wire harnessing material, bushings, and any other incidentals required for complete and proper functioning of the proposed system. The Security Camera systems proposed must be a turnkey solution. Vendor is to provide Dane County in-person training on the installed systems and software operation.

Vendor is to provide 1 year of technical support on the entire system and any software upgrades that become available and will commence on the date the work is completed to the County's satisfaction and is fully operational.

This support shall include telephone support the same day as reported problem or question. For serious incidents of equipment failure or malfunction, on-site support shall be provided within 2 hours of notification of problem. Serious incidents include but are not limited to any failure or malfunction which will substantially affect jail security or

operations as determined by the Dane County Sheriff's Office. The vendor will consult and work closely with Dane County Sheriff's Office staff before, during, and after the installation to ensure successful completion of the project.

3.4 <u>Preventative Maintenance</u>

The provider shall provide preventative maintenance and repair service for the touch-screen security systems, cameras, and related items used at four detention facilities operated by the Dane County Sheriff's Office. This maintenance contract will begin September 1, 2019 with the first quarterly maintenance due in November 2019. There is a jail construction project that will occur during the 5 years of the maintenance period. The County reserves the right to renegotiate maintenance at the end of any contract year to add or subtract components of the equipment to be maintained on the basis of the equipment that is in use at the time.

All personnel assigned to perform services under this contract shall obtain a security clearance from the Sheriff's Office and will be escorted by Sheriff's Office staff when performing work under this contract.

All work listed shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.

The provider shall provide an adequate number of competent, properly trained personnel with sufficient supervision to provide the required services at all times. The provider shall provide all personnel with a complete set of specifications and schedules to ensure all required services are completed.

All non-emergency work shall be performed during normal working hours 8:00 to 4:30 Monday through Friday.

3.4.1 Preventative Maintenance and Service Technical Requirements

A. Quarterly Inspections and Preventative Maintenance

- Provide annual quarterly preventative maintenance and 24 hour/7 day-a-week oncall repair service for security systems, video systems, and related items at the Public Safety Building Jail, City-County Building Jail, the Ferris Center and Dane County Courthouse.
- 2. The vendor will utilize the checklist attached to this RFP (Appendix A) for the scope of quarterly preventative maintenance and to document required quarterly maintenance performed.

The following shall be included:

Inspection of head-end control equipment, including touch-screen control
work stations, programmable logic controllers, remote door control
panels, CCTV matrix switcher, CCTV monitors, intercom switching
networks, and card access systems central computer and remote
controllers, DVD and NVR recorders.

- a. Assure that all connections are secure.
- b. Check all power supply voltages.
- c. Check and confirm operational status of all UPS devices connected to the systems in all buildings.
- d. Check all batteries for voltage, under load, including applicable system battery backup functionality.
- e. Clean, with vacuum or compressed air, all microprocessor-based control equipment, PC, etc.
- f. Verify proper camera function, including but not limited to field of view and focus.
- g. Verify proper operation of DVR's and NVR's, including but not limited to, programing and playback quality.
- h. Verify each camera is recording and playing back properly.

2. Inspection of field devices:

- a. Verify secure mounting and connection of field devices.
- b. Adjust devices such as camera lenses (as required), etc.

3. Inspection of door locks:

Note: All door locks must be inspected once annually. Building locking devices shall be divided in four groups, with one quarter of the total being inspected quarterly. Provider, with facility staff, will identify the 10 most frequently operated doors and perform preventative maintenance on those doors quarterly.

- a. Remove covers from selected door locks and inspect for worn parts.
- b. Clean and lubricate selected door locks
- c. Adjust any problem limit switches

4. Inspection of door control system control panels

- a. Inspection of all connections for corrosion and assure they are physically secure.
- b. Visually inspect all switches for excessive wear
- c. Test operation of selected control panel functions such as lamp test.

5. Inspection of card access systems:

- a. Inspect all card reader locations to assure secure mounting.
- b. Verily proper operation of free egress motion detectors.
- c. Inspect remote controllers/Smarterms and very secure connections.

6. Inspection of Intercom System:

- a. Inspect all intercom amplifiers and switching networks for secure mounting and connections.
- Functionally test each intercom amplifier by establishing communications from selected control locations to selected intercom stations.

B. Equipment To Be Serviced

- **1.** All touch-screen computer control panels and associated software and hardware in PSB central control.
- 2. All touch screen control panels and associated software and hardware in CCB central control.

- **3.** Visitation control panels and associated hardware and software in both PSB and CCB visitation.
- 4. Control panel and associated hardware in PSB central booking.
- **5.** All headend, PLC's, and control equipment associated with the above panels.
- **6.** Touch screen and computer control panels on CCB 6-West and 7-West and associated hardware.
- 7. All door control system panels.
- **8.** Switching and control network for CCTV systems including all associated hardware including cameras, motors, housings and monitors, DVR's and NVR's, and related PC's.
- **9.** All DVR/NVR remote viewing and recording stations in PSB/CCB and Courthouse. This includes the video laptop computer.
- **10.** Ferris Center electronic door switches and alarm panels.
- **11.** Visitation phone handsets (not including video visitation equipment).
- **12.** Intercom systems in all four jail buildings.
- **13.**CCB east side cell door systems and control panels.
- **14.** All manual/mechanical security door locks in all four jail facilities.
- **15.**CCB Panic alarm security and sound monitoring system jail wide.
- **16.** Motion detectors jail wide.
- 17. Security card access systems all jail facilities.
- **18.**PSB Card Access control panels, power supplies & battery back-up, card readers, and associated hardware & software.
- **19.** All Cameras in the four facilities. These units are a mix of fixed, PTZ, analog and IP cameras.
- **20.** Vicon brand DVR's and NVR's. All PC viewing/recording works stations and laptop computers intergraded into the DVR/NVR networks including flat screen monitors.
- 21. Keyboard controllers for the cameras.
- **22.** Maintenance of air-conditioning units for the equipment rooms.
- **23.**Camera housing units, motors, wiring, and associated equipment. This includes quarterly cleaning of lenses of exterior cameras.

- **24.** Clean and inspect the Courthouse exterior PTZ camera on South Hamilton Street biannually, during the months of October and May, which includes a boom-lift and necessary street closure permits from the City of Madison
- 25. Ferris Center Camera System, DVR, and monitoring/wiring/switching equipment.

Vendor shall be responsible for the above listed scope of work, and the following items:

- All required materials needed for a complete installation (some work may be completed between 11:00 pm and 6:00 am to minimize the impact and inconvenience staff when the cameras are offline).
- Communicate and coordinate when the Video System will be offline for periods of time while the installation of new video equipment occurs.
- All Labor and Expenses required for programming and testing.
- 1-year parts and labor warranty.

C. On-Call Repair

- 1. The Contractor will provide 24 hour telephone support in the event of a malfunction of the equipment. In the case of a system failure being significant (that it renders the equipment inoperable and interferes with the ability for the Dane County Jail to operate in a safe & efficient manner), the Contractor will respond to the site within 2 hours for immediate repair. The contractor will provide this service for one year, beginning from the project completion date.
- 2. Provider shall be available 24 hours per day 7 days per week. Provider shall respond within one (1) hour return telephone call and two (2) hours on site response to an emergency service request.
- The Contractor shall provide an electronic method for work orders to be sent, received, responded to and recorded. (Example website-based work order system).

D. Service Locations

City-County Bldg. Jail (CCB) 210 Martin Luther King Jr. Blvd. Madison WI 53703

Public Safety Building (PSB) 115 W. Doty St. Madison WI 53703

Ferris Huber Center (FC) 2120 Rimrock Rd. Madison WI 53713

Dane County Courthouse 215 S. Hamilton St.

Madison WI 53703

E. Working at Sheriff Department Locations – Background Checks & Work Hours

As these security systems are located within the secure portion of the Dane County Jail, the contractor will be escorted by staff of the Dane County Sheriff's Office. The contractor must be able to provide an adequate number of staff who can pass the background check to enter the secure facilities. In addition, the contractor must conform to the schedule agreed upon by both parties. In the event the contractor cancels any work, without giving the Sheriff's Office twenty-four (24) hours' notice of the cancellation, they shall reimburse the Sheriff's Office any costs incurred for scheduling the escort personnel. Contractors who are unable to conform to these requirements will not be considered for contract award.

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 separated by tabs or otherwise clearly marked. Hardcopies shall be bound in an 8½" x 11" format, but 11"x17" pages for 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: Introduction

Provide an overview/history of the firm.

4.4 <u>Tab 2: Organization Capabilities</u>

Include information regarding how your firm's work on both project upgrades and ongoing maintenance services.

- 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 both project upgrades and ongoing maintenance services.

Provide resumes describing the educational and work experiences for each of the <u>key</u> staff who would be assigned to the project. This includes all installation staff. All installation staff shall be employees of the vendor or pre-authorized sub-contractors approved by jail administration.

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.

4.6 <u>Tab 4: Proposer References</u>

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

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

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.

4.7 Tab 5: Project Understanding & Approach

Provide a narrative regarding how the company will address each specific requirement listed in section 3.3. Include a timeline for the project from contract execution date to completion of the installation outlined in 3.3 and acceptance.

4.8 <u>Tab 6: Preventative Maintenance and Service Proposal Requirements</u>

Provide a narrative regarding how the company will address each specific requirement listed in section 3.3.

4.9 Required Form – Attachment B – Designation of Confidential & Proprietary Information

5.0 COST PROPOSAL

5.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the **cover page of the RFP** (Special Instructions).

<u>Cost Proposal Form (Attachment C) should be submitted in a separate envelope</u> labeled **Cost Proposal** with the written 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.

VENDOR INFORMATION								
VENDOR NAM	VENDOR NAME:							
Vendor Information (address below will be used to confirm Local Vendor Preference)								
Address								
City					County			
State	-m-				Zip+4 Title			
Vendor Rep. Na Email	ame	IE			Telepho	ne		
Dane County V	endor #				Тоюрпе	7110		
				1				
Relations relations	as not beer Commission in the seve	tification (che n found by the Na on ("WERC") to I en years prior to t und by the Nation	ational Lat have violat he date th	oor Relations ed any statut s bid submiss	e or regula sion is sign	tion regardin ed.	g labor sta	andards or
Relations	Commissi	on ("WERC") to I n years prior to t	have violat	ed any statute	e or regula	tion regardin		
Local Vendor F	Purchasir	ng Preference	е					
Are you claiming preference und	ng a loca	l purchasing		□ No □ Yes (co	mplete re	emainder o	of this se	ction)
Preference as	a Dane C	ounty Busine	ess:	□ Dane				
Preference as a county adjacer			а	☐ Columb ☐ Green ☐ Jefferso		∃ Sauk ∃ Dodge		Iowa Rock
Cooperative Pu	ırchasino	n						
		e commodities or	services o	of this bid to o	ther munic	ipalities.		
- = $+$ $ -$		nish the commod				•	es.	
Addendums – 1 Addendum #1		or herby acknown or herby acknown method acknowledge a		receipt/rev		e following dum #4 □		ums, if any. Ione □
				re Affidavit				
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.								
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.								
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.

COST PROPOSAL				
VENDOR NAME:				

WORKSTATION UPGRADES - PUBLIC SAFETY BUILDING

Item #	Description	Mfr. Part #	Min. Qty.	Unit Price	Total Price
1	128 TB Bosch Storage Servers or Equivalent	DIP 6000 3U	2	\$	\$
2	Bosch Encoders	VJM 4016	15	\$	\$
3	New Server Rack for Storage Servers (Deep)		1	\$	\$
4	Video Workstation (that can support 1 monitor)	BCDT2-VW	3	\$	\$
5	4K Video Screen (55" or larger) Samsung UN55J6201 AFXZA LED or Equivalent (PSB Sgt.'s Office)	Samsung UN55J6201 AFXZA LED	1	\$	\$
6	21" Video Monitors to connect to Bosch Workstations	UML-223-90	2	\$	\$
7	Video Workstations (that can support up to 6 monitors)	BCDT04-GW	3	\$	\$
8	Bosch Keypads (for PTZ Control in PSB Master Control)	KBD-DIGITAL	3	\$	\$
9	Cable Pulls (If current cable is not sufficient for the new workstations)		3	\$	\$
10	Bosch Channel License and SMA for the analog and IP Cameras (1 per camera or 1 for the system)	MBV-XCHAN	1	\$	\$
11	Video Amps/splitter as needed	KTS	1	\$	\$
12	HMI Camera Icon Programming Change		1	\$	\$
13	Removal of existing equipment		1	\$	\$
14	Bosch Software to allow smartphone video uploads using Bosch Application		1	\$	\$
15	Installation Cost (Including cabling (CAT6), power supply, networking, integration, and testing)		1	\$	\$

COST PROPOSAL				
VENDOR NAME:				

WORKSTATION UPGRADES - CITY COUNTY BUILDING

Item #	Description	Mfr. Part #	Min. Qty.	Unit Price	Total Price
16	Bosch Application Server	DL380 Gen9	1	\$	\$
17	Full Feature BVMS Workstations (capable of two monitors) (7 West Report Room, CCB Master Control (2), Sgt.'s Office)	BCDT04-GW	4	\$	\$
18	21" Video Monitors to connect to Bosch Workstations	UML-223-90	8	\$	\$
19	Bosch IP Cameras4 MP		29	\$	\$
20	Storage Server to accommodate new cameras as well as facilitate a more resilient and redundant system (fail over if one storage server goes down)	DIP 6000 2U	1	\$	\$
21	Bosch Keyboard for CCB Master Control	KBD- DIGITAL	2	\$	\$
22	Removal of existing equipment		1	\$	\$
23	Provide and install necessary Bosch Licensing and SMA for the new equipment		1	\$	\$
24	Installation Cost (Including cabling (CAT6), power supply, networking, integration, and testing)		1	\$	\$

COST PROPOSAL				
VENDOR NAME:				

WORKSTATION UPGRADES – COURTHOUSE

Item #	Description	Mfr. Part #	Min. Qty.	Unit Price	Total Price
25	Full Feature BVMS Workstations (capable of two monitors) (Bailiff Office and Courthouse Custody Control)	BCDT2-VW	2	\$	\$
26	21" Video Monitors to connect to Bosch Workstations	UML-223-90	4	\$	\$
27	128 TB Bosch or Equivalent Storage Server to accommodate the recording of the Courthouse Cameras as well as facilitate a more resilient and redundant system (fail over if one storage server goes down)	DIP 6000 3U	2	\$	**
28	Bosch Keyboards	KBD- DIGITAL	2	\$	\$
29	Removal of existing equipment		1	\$	\$
30	Provide and install necessary Bosch Licensing for the new equipment		1	\$	\$
31	Installation Cost (Including cabling, power supply, networking, integration, and testing)		1	\$	\$

Locations of existing equipment to be upgraded and removed and locations of new cameras shall be shown to vendors on mandatory site visit on January 9, 2019.

	COST PROPOSAL
VENDOR NAME:	

For the price(s) listed below, security system maintenance services shall be provided at the locations listed above in accordance with the Specifications, Schedule and Terms and Conditions of this bid:

PREVENTATIVE MAINTENANCE & SERVICE CONTRACT ANNUAL FIXED COST – QUARTERLY MAINTENANCE

Item #	Description	Price
32	First Contract Term September 1, 2019-August 30, 2020	\$ /YEAR
33	Second Contract Term 2020-2021 (Optional)	\$ /YEAR
34	Third Contract Term 2021-2022 (Optional)	\$ /YEAR
35	Fourth Contract Term 2022-2023 (Optional)	\$ /YEAR
36	Fifth Contract Term 2023-2024 (Optional)	\$ /YEAR

PREVENTATIVE MAINTENANCE & SERVICE CONTRACT FIXED HOURLY REPAIR RATE FOR SERVICES NOT COVERED BY QUARTERLY MAINTENANCE

Item	Description		HOURLY	RATE	S
#	Description	Norma	al Work Hours	Wee	kends/Holidays
37	First Contract Term 2019-2020	\$	/HOUR	\$	/HOUR
38	Second Contract Term 2020-2021 (Optional)	\$	/HOUR	\$	/HOUR
39	Third Contract Term 2021-2022 (Optional)	\$	/HOUR	\$	/HOUR
40	Fourth Contract Term 2022-2023 (Optional)	\$	/HOUR	\$	/HOUR
41	Fifth Contract Term 2023-2024 (Optional)	\$	/HOUR	\$	/HOUR

Normal Works Hours: 8:00a.m. – 4:30p.m.

SITE VISIT - TEMPORARY 1 DAY ACCESS/REGISTRATION FORM

Complete this form in its entirety and email to Megan Rogan in the Purchasing Department no later than January 2, 2019 at 4:00p.m. in order to be approved to attend the site visit.

rogan.megan@countyofdane.com

	T				
Today's Date				Date of Access	January 9, 2019
Company Name				Position	
Reason for Visit	RFP# 11902	5 Site	Visit	Phone #	
	Γ			1	
FIRST name				Drivers License #	
MIDDLE Name				State Issued	
Other LAST names used				Current Address	
Date of Birth				Otataa lissa diis	
Sex				States lived in, past 10 years	
Race				past 10 years	
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 FU THANK YOU.	LL BUSINESS D	AYS F	FOR THE BAC	KGROUND PROCESS	TO BE COMPLETED.
OFFICE USE ONLY					
D.O.T. C.I.B. F.B.I. CCAP WARRANTS	OPEN 1 JAIL RE LOCAL	CORI		ACTS	
Date Criminal History Ru	มท	-			
Project & Program Assis	tant: L. Prieur _				
Sergeant:					

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts Rev. 03/2018

- 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 dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.
- 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

SECTION 7 – STANDARD TERMS AND CONDITIONS

as a waiver by County of any breach of the covenants of the 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.
- NONDISCRIMINATION/AFFIRMATIVE 16.0 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.
- COPYRIGHT 17.0 PATENT, 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,

SECTION 7 – STANDARD TERMS AND CONDITIONS

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

In order to protect itself and County its officers, 20.2. 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.

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 claimsmade 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 claimsmade 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

SECTION 7 – STANDARD TERMS AND CONDITIONS

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.

- PROPRIETARY INFORMATION: If the vendor 22.1 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 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"

Appendix A

Schedule C -- Check List PO Number All invoices for quarterly preventative maintenance service submitted for payment **Invoice Number** must include the completed following checklist information for every location as specified in Schedule B of Contract. **Invoice Date Facility** Please check which quarter service applies to: Quarter 1 Quarter 2 Total Time in hours, rounded to the nearest 15 Date Date minutes, required to complete entire quarterly **Quarter 3** Quarter 4 preventative maintenance for facility: Date Date

Complete information regarding technician, date of inspection, time-in, and time-out, at bottom of checklist for each specific visit to facility, provide total time for quarterly inspection in space provided above; information is required for invoice reimbursement.

Description of Service	Pass	Fail	Unusual Condition
Inspection of head-end control equipment, including touch-screen control work stations, programmable logic controllers, remote door control panels, CCTV matrix switcher, CCTV monitors, intercom switching networks, and card access systems central computer and remote controllers, DVD and NVR recorders			
Inspection and maintenance of field devices			
Inspection and maintenance of door control system control panels			
Inspection and maintenance of card access systems			
Inspection and maintenance of Intercom System			
All touch-screen computer control panels and associated software and hardware in PSB central control			
All touch screen control panels and associated software and hardware in CCB central control			
Visitation control panels and associated hardware and software in both PSB and CCB visitation			
Control panel and associated hardware in PSB central booking			
All head-end, PLC's, and control equipment associated with the above panels			
Touch screen and computer control panels on CCB 6-West and 7-West and associated hardware			
All door control system panels			
Switching and control network for CCTV systems including all associated hardware including cameras, motors, housings and monitors, DVR's and NVR's, and related PC's			
Verify each camera is recording and playing back properly.			

All DVR/NVR remote viewing and recording stations in PSB/CCB and Courthouse including video laptop			
computer			
Ferris Center electronic door switches and alarm panels			
Description of Service	Pass	Fail	Unusual Condition
Visitation phone handsets (not including video visitation equipment)			
Intercom systems in all four facilities (CCB, PSB, Ferris Center and Courthouse).			
CCB east side cell door systems and control panels			
CCB Panic alarm security and sound monitoring system - jail wide			
All manual/mechanical security door locks in all four facilities (CCB, PSB, Ferris Center and Courthouse)			
Motion detectors - jail wide			
Security card access systems - jail wide			
PSB Card Access control panels, power supplies & battery back-up, card readers, and associated			
hardware & software			
All cameras in the four facilities. These units are a mix of fixed, PTZ, analog and IP cameras			
Vicon brand DVR's and NVR's. All PC viewing/recording works stations and laptop computers intergraded			
into the DVR/NVR networks, including flat screen monitors			
Keyboard controllers for the cameras			
Camera housing units, motors, wiring, and associated equipment, including quarterly cleaning of lenses of all exterior cameras			
Clean and inspect the Courthouse exterior PTZ camera on South Hamilton Street bi-annually, during the months of October and May, which includes a boom-lift and necessary street closure permits from the City of Madison			
Check Wonder Ware software for icon labeling. Correct the labeling for any icons that are incorrect or have been changed/added.			
Ferris Center Camera System, DVR, and monitoring/wiring/switching equipment			

Fail Condition inc	licate why, plan of action to correct, tim	e frame to correct problem, and	d cost estimate:	
Unusual Condition	indicate why, plan of action to correct	t, time frame to correct problem	n, and cost estimate:	
	• • • • • • • • • • • • • • • • • • • •	•	•	
Technician	Date of Inspection		Time Out	
Technician	Date of Inspection	Time In	Time Out	
Technician	Date of Inspection		Time Out	
Technician	Date of Inspection	Time In	Time Out	
Technician	Date of Inspection	Time In	Time Out	
Technician			Time Out	
Technician				
Technician			Time Out	
Technician			Time Out	
Technician				
Technician				
Technician				

Appendix B

lumber	Building	Floor	Location
1	PSB	Basement	Laundry Hallway
2	ССВ	6W	610,611,612,613,614 Hallway
3	ССВ	6W	605,606,607,608,609 Hallway
4	ССВ	6W	N/S Hallway by Deputy Station
5	ССВ	6W	615 and 616 Hallway
6	ССВ	6W	602,603, 604 Hallway
7	ССВ	6W	617 Hallway
8	ССВ	6W	Stairwell
9	ССВ	6E	620, 621, 622 Hallway
10	ССВ	6E	625,626, 627 Hallway
11	ССВ	7W	705,706,707,709,709 Hallway
12	ССВ	7W	710,711,712,713,714 Hallway
13	ССВ	7W	N/S Hallway by Deputy Station
14	ССВ	7W	715,716 Hallway
15	ССВ	7W	703, 704 Hallway
16	ССВ	7W	Celblock 717 Dayroom (replace with 360 IP Camera)
17	ССВ	7W	Cell 717A (replace with 360 IP Camera)
18	ССВ	7W	Cell 717B (replace with 360 IP Camera)
19	ССВ	7W	Cell 717C (replace with 360 IP Camera)
20	ССВ	7W	Cell 717D (replace with 360 IP Camera)
21	ССВ	7W	Cell 717E (replace with 360 IP Camera)
22	ССВ	7W	Cell 717F (replace with 360 IP Camera)
23	ССВ	7W	Cell 717G (replace with 360 IP Camera)
24	ССВ	7W	Cell 717 (replace with 360 IP Camera)
25	ССВ	7E	720,721,722 Hallway
26	ССВ	7E	725,726,727, 728 Hallway
27	ССВ	7E	Deputy Station/Sgt. Office Hallway
28	ССВ	7E	Cart Elevator and Stairway