

County of Jefferson – Public Safety Dispatch System RFP

COUNTY OF JEFFERSON, WISCONSIN

REQUEST FOR PROPOSAL (RFP)

PUBLIC SAFETY RADIO and DISPATCH SYSTEM

UPGRADE (Revision 11-29-14)

Date Released: December 1, 2014

Date Proposals Due:

December 29, 2014 3:00 PM CST

Questions and
Proposals must be
sent to the attention of:

Supervisor Todd Lindert
Jefferson County 9-1-1 Dispatch Center
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Jefferson WI 53549
Fax: (920) 674-7126

[ToddL@jeffersoncountywi.gov]

Sealed proposals, configured in compliance with this RFP, will be received by the person specified above before the above date and time. Any proposals received after that time will be returned unopened. All proposals shall be in strict accordance with the specifications. There will be no public opening.

The Jefferson County Sheriff's Office is directing the procurement process to obtain new public safety software, hardware and related dispatch equipment and services.

County of Jefferson procurement rules will be utilized. A site visit is suggested, which will be conducted the day of the pre-bid conference (see jeffersoncountywi.gov for address and directions). Requests for proposal packets and questions concerning this RFP must be directed to the contact above. Questions involving the preparation, administration, or evaluation of this procurement will not be answered by any other county personnel.

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1.0 GENERAL INFORMATION and BACKGROUND

1.1 Schedule of Events

This *Request for Proposal* is to be used to select a vendor to update the equipment in the 9-1-1/dispatch center for Jefferson County, Wisconsin. Bidders should note that every effort has been made to ensure that this RFP is complete and describes a cost-effective and reliable public safety system solution. However, bidder is strongly encouraged to satisfy himself or herself that the equipment and services proposed will meet both the functionality and the intended operational specifications in every particular. If the bidder believes that any portion of these specifications are incomplete or inconsistent with public safety standards or practice he/she should bring such anomalies to the attention of the County of Jefferson contact on Page 1. In any case, it will be the responsibility of the selected contractor to provide a fully functional and robust radio and dispatch system whether or not it is completely specified in these RFP documents. If exceptions are required, the bidder should request proposed exceptions to these specifications prior to the deadline for questions specified below in Chart #1, and should indicate how the discrepancy can be resolved.

Prices quoted must represent fully installed and tested brand new equipment, including labor, delivery, materials, training, testing and travel expenses. Contractors will be required to make their own arrangements for warehousing and parts storage. Responsibility for insurance and security will belong to the vendor until the system is officially tested and turned over to the County. The warranty period will begin following successful completion of the acceptance test (ATP) and a 30-day fault-free operational period.

The county reserves the right to terminate this procurement at any time, reject any and all proposals, and to modify the terms of this solicitation with proper notice to all responders.

A single prime contract will be awarded, although prime contractors may utilize subcontractors as long as the prime contractor is able to guarantee such work as their own. Prime contractor relying on subcontracting shall comply with all applicable law and administrative code including DWD requirements in subcontracting. This compliance is solely the responsibility of contractor.

Vendors interested in bidding on this project must contact the person referenced on page 1 to be placed on the distribution list.

This initial contact is required to ensure the responding vendor receives bidding materials in a timely manner and will be notified when and where the bidder's conference will occur. This person is the sole bidder contact for this RFP, and he will receive questions from the bidders, aggregate them, and distribute the answers to all known bidders. He will also answer questions concerning obtaining the RFP and any amendments. Questions involving the preparation, administration, or evaluation

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of this procurement will not be answered by any other county personnel. The following tabulation shows the timetable through project implementation and testing.

All dates and times, except for the due date for proposals, are approximate.

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Chart #1

Event	Date	Time	Place	Comments
RFP Released	12/01/14	--		
Pre-proposal conference and facilities tour	12/12/14	10:00 am CST	Telephone conference possible	Facility Tour
Deadline for questions	12/17/14	End of business bidder's time	E-mail only	Must request E-mail receipt
Bid submittal deadline	12/29/14	3:00 pm CST	9-1-1 Center Sheriff Office in Jefferson	
Evaluation of proposals finished	01/09/15	3:00 pm CST	--	Communicate with Finance committee
Notification of finalists	01/13/15	--	--	
Notice of provisional award	01/20/15	--	--	Vendor site visits (Optional)
Law enforcement Committee approval	01/23/15	--	--	
County Board approval	02/10/15	--	--	
Negotiations; contract signing	02/24/15	--	--	
Begin Implementation; Begin milestone payments	03/10/15	--	--	
Begin Training	08/10/15	--	--	
Conduct final ATP with 30 day fault free period; begin warranty	08/24/15	--	--	

A pre-proposal conference and facility tour will be held as tabulated above. Representatives of the Sheriff's Office will be present to discuss the project and collect questions. Procedural questions will be answered immediately; technical questions will be answered via E-mail to all participants. Bidders are **required** to participate in the meeting. The meeting may be joined by conference phone upon request. It is anticipated that site inspections will be

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conducted that same day; vendors that have not visited the sites will nevertheless be responsible to meet all requirements contained in this RFP.

Subsequent questions concerning the RFP and the project will be answered by E-Mail prior to the designated date by the designated contact only. All questions and the associated answers will be sent to all vendor participants.

The bidder may withdraw any proposal at any time prior to the scheduled time for opening of bids. Withdrawn proposals will be returned unopened. All proposals shall be effective and available for acceptance for a period of 90 days after date and time for filing of proposals.

1.2 Jefferson County Public Safety Communications Project Description

Four new dispatch consoles will be installed in the dispatch area with new CEB equipment set up in the upstairs equipment room. Relay door controls will also be updated to interface with all consoles, doors and displays. The following county FCC licenses should be referenced so that county frequencies can be employed and controlled by the new dispatch software (No RF Equipment is requested other than as may be required for control bases):

Chart #2

NAME	Licenses
Jefferson County Communications Center	KSB390 KSB455 KWH778 WNGN313 WQB793 WQCS368 WQCS370 WQCW818 WQCW819 WQCX645 WQFR875 WQHJ813 WQPP691 WQPY247 WQQE757 WQUW623 KWH778 WQUV258 WQQZ709

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1.3 Fire and Police Department Considerations

a. Frequency mapping

The following frequency mappings require consideration:

- The Fire (JE FIRE1) repeater operates on the main Jefferson County fire channel of 154.3700 MHz. Rx / 153.7700 MHz. Tx. **This is a simulcast system with the second transmitter located at Watertown Jones St. site** (Location information can be found on the FCC web site).
- The Sheriff's RF facilities references multiple frequencies assigned to the Communications Center (see above).
- The Paging channel (JE PAGING) operates on 154.0550 MHz. **and will be simulcast on the below listed sites** (location information can be found on the FCC web site):
 - Waterloo
 - Ixonia
 - Sullivan
 - Johnson Creek
 - Jefferson
 - Fort Atkinson
 - Palmyra
 - Watertown (being added late 2014 or early 2015)
- Fiber is expected to be installed from the Courthouse Complex/Sheriff's Office (411 South Center Avenue) to the main tower site (345 East Odgen Street) by May of 2015. The bidder should include in their final cost the option to connect via fiber between these two sites.
 - The fiber will be a single mode fiber and will be terminated on both ends with a punch down panel by the county; please contact Todd Lindert for additional information.
 - The chosen vendor is expected to work with the Jefferson County Management Information System (MIS) Department on costs and procuring the proper equipment and ensuring connectivity via fiber.
 - The county uses Juniper switches and will require at least a 48 port Juniper switch at each end of this fiber.
 - The county will provide the necessary cable(s) from the patch panel to the Juniper switches.
- The new system will be tasked to provide both local and remote transfer of 9-1-1 dispatch functions to Watertown 9-1-1 in cases of equipment or system failure. Bidder is expected to provide a solution for this link.

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1.4 Dispatch Capabilities

- a. Upgraded Positions:** Four positions will utilize the new dispatch equipment and software requested by this RFP, including consoles, operating software, host radio and call distribution hardware (the Central Electronics Bank, or CEB). This equipment will replace the existing Orbacom units with a new dispatch system (for instance, IDS Mindshare or equal) equipment and software. CSSI/FSI and IP protocols are to be supported, both Phase I and when implemented, Phase II.

Existing door relay controls are an important function managed by the dispatchers. This function is to be ported to the new system. Crosspatch and P25 control station support for adjacent counties, VHF and WISCOM are also required. A minimum of twelve transmit/receive modules are required, with twice that number reserved for future expansion.

- b. WISCOM access utilizes a Stargate console at the main dispatch position.** It is desired for the other positions to access WISCOM as well without purchasing additional Stargate consoles for this purpose. The bidder is expected to specify and provide WISCOM send/receive at all positions. Please describe your solution for this requirement.
- c.** The radio consoles must be able to be integrated into a NENA telephone interface to allow phone playback through the radio console.
- d.** The operator must have the ability to plug a headset jack into either the phone system only or the phone & radio system. The phone must be muted when transmitting at that position. The current arrangement is that on one side of the desk is a jack for phone only and on the other side is a jack for phone and radio; each with separate volume controls.
- e.** A minimum of four individually controlled dedicated speakers at each position are required for “selected”, “unselected”, “playback” and “WISCOM”.
- f.** Bidder is requested to provide an optional solution for providing and installing an uninterruptable power supply (UPS) either as a central dedicated power system supporting all work positions or a separate unit at each workstation. UPSs provided must keep all workstations active for 20 minutes without degradation.
- g. Accessories Required:** Relay Controls, 22” touch-screen monitors, footswitch, dual headset jacks, desk microphone, wireless mike, rapid recall recorder and mouse. Fifteen wireless headsets will also be required (one per dispatcher). Please provide bulk prices for extra headset batteries.
- h. Additional Required Features:**
- The system will allow the console operator the ability to create a minimum of three (3) simultaneous patches per console. The patches will not cause a

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busy state in the console and shall allow the console operator to perform other duties while the patches are active.

- The system will allow the console operator the ability to create a minimum of three (3) pre-programmed simulcast buttons along with the ability to create a 'quick simulcast'.
- The system will allow for the ability of the console operator to enable up to three (3) different owner-programmable alert tones on a selected channel.
- The system will create an audible alarm and pop-up window at each console position in the receipt of an emergency message such as but limited to an officer initiated emergency alert or IFERN tones. The pop-up window will be programmed to contain user defined elements such as but not limited to the channel and unit id. The console operator will have the ability to silence the alarm, acknowledge and end the emergency alert.
- The system will recognize and display MDC 1200 or similar type signaling.
- The system will provide tone and voice paging controls integrated into each console position supporting all formats listed below. Stacking and steering of pages as well as one-touch paging stacks shall be supported. Paging tones shall be produced in the radio controller to ensure fidelity when low bit-rate CODECs are used.

Paging Formats	
Format	Call Sequence
Motorola 2 + 2 Quick Call 1 (Series Y)	Individual Call Group Call
Motorola 1 + 1 Quick Call 2 (General Quick Call 2 (Modified) Quick Call 2 (Extended)	Individual Call Tone & Voice Group Call Tone Only Battery Save
Reach Two Tone	Reach Slow Reach Fast Reach Group Call Two Tone
Reach Single Tone	Reach Single Tone Battery Save
Avcall 2 + 2 (SELCAL)	Unit Call
General Electric	GE Type 99
Plectron Single Tone Duotone Fast Duotone Slow Motorola	Individual Call
DTMF	Individual Call and Group Call
5/6 Tone	Unit call
Knox	Tone Only
Customized	Individual Call Group Call

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- The paging system shall support and display a minimum of seventy (70) individual pre-programmed paging buttons, each associated with one page code. Each page button shall be capable of supporting combinations associated with the above table.
- The Group Page buttons shall allow up to 100 Page buttons to be associated into a group, such that the entire group is paged when the pre-programmed Group Page is activated.
- Each page and group page button will be able to support either one step or two step paging. An example of one-step paging would be if the paging button were pressed without pressing the SEND button; two-step paging requires the console operator to select the paging button and then press the SEND button before sending the page.
- A Page Send button shall initiate the process of sending all selected/stacked pages.
- A Page Abort button shall immediately terminate any paging that is in process.
- The system shall be capable of interfacing to a third-party Voting Comparator system; currently Jefferson County uses JPS Voters for all their sites. The interface will allow for control from each position as follows:
 - Force vote a receiver
 - Disable a receiver
 - Indicate which receiver is voted
 - Indicate a failed voter
 - Indicate receive status on a receiver
- The system will include at each position an All Mute Button, an On-Screen PTT Button, a PTT Indicator, VU Meter and System Clock. Time sync will be obtained from the current Spectracom receiver.
- The system will allow from each position the ability to select between the main and standby PAGING and EMCOM sites. When the backup site is selected, an indicator for the respective module will indicate the backup site is on. The switching between the main and standby sites must be seamless.
- The system will allow from each position the ability to turn on or off the MARC repeater and display an indicator that the MARC repeater is turned on.
- The current desk has 6 modules that are receive only. They are used for Fort Atkinson PD, Jefferson PD, Hospital, NAWAS, MARC2, JE LAW2 and are connected to mobile radios acting as receivers except for the NAWAS phone.

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- i. **CEB:** Rack assembly, redundant DC power system with battery, Surge suppressors as needed, 24 port managed hub, 24 radio line Interfaces, and other functionality common to the industry.
- j. **New computers and monitors** required at each of the dispatch positions shall be specified and supplied by the selected vendor as needed (disk size, CPU, memory, etc.). The vendor will be expected to load the software and test the integrated system. Bidder should determine if the existing Orbacom system could be traded in for credit.
- k. **Migration** - As part of the contractor's implementation plan, a strategy must be prepared for continuing dispatch operations while the new system is installed and tested.
- l. **Interoperability** – Remote Network connectivity including voice and data must be included to transfer the dispatch duties to the city of Watertown or the (Emergency Operations Center (EOC) located on Collins Road if problems develop within the Jefferson County Sheriff's Office 9-1-1 Communications Center. The system must also work in the reverse direction. The redundant system should work both locally and remotely.
- m. **Installation** – The selected contractor will be required to build and interconnect the system, and perform staging and on-site services as required for a successful installation. One station will be configured for initial training.
- n. **Other requirements include:**
 - Next Generation 9-1-1 compliant or on an existing migration path.
 - Multi-Agency/Multi-Jurisdictional Capability.
 - Role defined user access security

1.5 Standards to be supported

The intent of the procurement is to improve the functionality, efficiency and reliability of the system that is used by the call takers, dispatchers and public safety personnel in the field.

The recommended hardware and software is to have the following compatibilities as necessary:

- P25 today and in the future.
- Encryption Standards FIPS 140-2 and Criminal Justice Information Services CJIS 5.0.
- The new software must be continually upgraded for all applicable federal and Wisconsin standards, such as NG-911.
- All modules, existing and proposed, must be fully integrated.
- NCIC 2000 compliant (National Crime Information Center).

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- Interface with existing Logger and phone system
- NFPA 1221 compliant
- Resizable, movable and overlapping windows for the video monitor display(s).
- Full integration of all modules is desired to facilitate upgrades and maintenance. Future CAD is anticipated, but is not part of this procurement.

Supporting consoles, a central electronics bank, and relay control are required to replace and upgrade the existing Orbacom and console display equipment.

1.6 Operational Considerations

Jefferson County requires that the selected vendor provide, install, document, set up, program, train personnel and test all software and hardware as described or reasonably implied by this RFP document for dispatch applications as follows:

- **WATERTOWN INTERCONNECT**

The vendor shall describe his/her preferred solution to interconnect the Jefferson County 9-1-1 dispatch center with the Watertown 9-1-1 dispatch center via an IP link. The link may be hardline copper, VPN (Internet), microwave, fiber or other conforming technology. Upfront and continuing costs, along with expected security and reliability, must be disclosed.

- **CONSOLE LOOK AND FEEL**

The console monitor display and operation shall be as similar as possible to the existing display and operation, consistent with increased capability. Screen nesting, windows and icon locations shall be subject to approval by the Jefferson County project manager.

- **RELAY and RECORDER CONTROL**

The existing relay control system and audio recorder will interface seamlessly with the new software and equipment.

1.7 Project Details Technical Specifications and Functionality

The selected vendor will implement, install, document and test a hot stand by redundant computer server system and peripheral equipment to run and monitor the software to support four 9-1-1 dispatch positions. All positions to have identical capability.

Specifications and provision for computer memory, storage, speed, operating systems and other parameters as well as the loading and testing of the software will be the responsibility of the selected contractor.

The following applications and operational procedures must be supported:

- a. All four new dispatch positions to meet department, state, federal and dispatch industry requirements and best practices. The new Dispatch positions to have cross-band patching capability, simulcast and door relay operation in the same manner as at present;
- b. The County has an Eventide *Nextlog* recorder that must be controllable from each of the dispatch positions, at least to replay the last ½ hour;

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- c. Software login and preferences shall be associated with a dispatcher's name, not a particular station, so any dispatcher can sign in at any station;
- d. The console graphical user interface shall be configured by administrator software and/or system login to include system control buttons, audio level controls, and other resources. All aspects of the console presentation and operation parameters shall be configured from the administer software and/or system login. All control and level settings must be digitally set; potentiometers which require manual adjustments are not acceptable.
- e. Dispatch furniture is not part of this procurement;
- f. Note: P25 must support both Phase 1 and Phase 2;
- g. Training administrators ("train the trainers"), dispatchers and other users shall be included according to the Bidder's recommended implementation plan;
- h. Provide training for follow-up on a per-hour basis;
- i. Provide project management during implementation using an on-site manager as required; specify a testing plan that exercises all features of the hardware and software;
- j. Devise an automated procedure to transfer calls to the backup center at the City of Watertown, and enable Watertown to act as a backup to Jefferson County;
- k. Interface continually with the County project manager;
- l. Provide installation progress reports as needed;
- m. Provide complete system documentation with user manuals and wiring diagrams;
- n. Provide support and help desk services from the initial installation to the end of the warranty services with an option to renew at a set price;
- o. Provide all feature enhancements and bug fixes during the warranty period;
- p. Bidder will have the responsibility of immediately bringing to the attention of the Jefferson County Project Manager the following types of anomalies:
 - o Deficiencies or contradictions in specifications;
 - o Unsupportable preference selections by users or subcontractors;
 - o Equipment, software or interface incompatibilities;
 - o Operating system and driver issues;
 - o *Force Majeure* conditions causing implementation delays
- q. Vendor will be responsible for implementing an operating dispatch system according to established industry standards whether or not the system is completely specified in the bid and contract documents. Bidder will develop provisional plans for the implementation phase:

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- Implementation plan
- Training plan
- Maintenance, service and warranty plan
- Testing Plan
- Provide programming software for all types of radios being purchased

The Bidder's technical response must clearly describe how the software solution, proposed services, and equipment can best satisfy the County of Jefferson's requirements. Responding to this RFP requires a comprehensive solution from bidders with legal and financial responsibility for all software, implementation, training, project management, support, and ongoing maintenance services. The County shall accept only new equipment and the latest version of software and/or operating systems. Used and/or remanufactured equipment will not be accepted. During the warranty period, fractional upgrades and “bug fixes” shall be performed at no cost.

Jefferson County reserves the right to lease and/or purchase more or less of each item or service at the unit price offered in the Bidder's system, unless the Bidder specifically and explicitly limits the response in this regard.

Jefferson County, or its agent, reserves the right to negotiate with bidders regarding variations to the original Proposal(s) that may be in the best interest of the County.

1.7 RFP Objectives

Jefferson County is of the opinion that the new dispatch system can only be acquired through a fair, impartial and open process that ensures equivalent functionality across all vendors and suppliers. The objectives of the RFP procedures are tabulated below:

- a. To ensure present procedures can continue to be utilized to the greatest extent possible;
- b. To obtain the most compliant functionality at the minimum cost, and to add new functionality cost-effectively in an upgradable and user-friendly manner;
- c. To provide a level playing field so that all vendors are bidding on the same functions;
- d. To establish a fair and objective evaluation of the proposals through the use of an evaluation template instrument and a user's committee;
- e. To prepare a contract addressing milestones, payments, and acceptance testing procedures.

1.8 Procurement Goals for the New System

The primary purpose for the acquisition of the herein described public safety system is to build an integrated hardware and software system platform that will be scalable and modular. This system must provide state of the art tools and aids to assist first responders, dispatchers and support personnel in efficiently conducting their duties of protecting the public.

The following goals must also be addressed by the new system:

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- a. Enhance the relationship between the stakeholder public safety agencies and the citizens of the county;
- b. Establish a user-friendly dispatch and mobile interface;
- c. Improve public safety agency response time;
- d. Increase safety and security for first responders and constituents;
- e. Enhance the timeliness and security of communications systems;
- f. Make maximum use of resources by effectively and efficiently managing personnel and equipment;
- g. Increase public safety effectiveness by reducing redundant and unnecessary tasks;
- h. To the extent possible, eliminate duplicative and manual paperwork;
- i. Improve emergency and non-emergency call taking services and reduce the load on dispatchers;
- j. Improve ability to share information and resources among departments and with other jurisdictions.

The bidder's assistance is requested to tabulate specifications for the workstations needed for the position hardware (e.g. CEB Display).

2.0 VENDOR RESPONSIBILITIES and MANDATORY PROVISIONS

The bidder will be required to be ethical, experienced and knowledgeable concerning the implementation of public safety projects, as described in the following paragraphs.

2.1 Qualifications Requirement

- a. The bidder's proposal shall include a section that is designed to accurately represent the qualifications of the bidder's company and the manufacturer of the equipment the bidder is proposing. This section of the bid response will include any and all information necessary for Jefferson County to evaluate the overall capabilities of the bidder's company as well as any brochures, general descriptions, or other material provided by the manufacturer that adequately illustrates and describes the reliability and the capability of the hardware and software systems being proposed.
- b. Jefferson County will perform due diligence as it deems necessary to determine the ability of Bidder(s) to furnish and install the required equipment and services. All bidders shall furnish Jefferson County with information and data outlining their qualifications and project experience as requested by this document, or as may become required later during the scoring process.

2.2 Terms of Payment

- a. Jefferson County will not accept any terms that require payment in less than 45 days after invoice or delivery, whichever occurs last. However, bidders are encouraged to offer discounts for payment less than 45 days after invoice or delivery.
- b. Payment terms shall be based upon milestones. No payment will be made until all submittals required to accomplish the milestone have been received and approved by the County and its Consultant, and all pertinent equipment is installed and tested. The following list offers **suggested** milestones and payments; however, the County reserves the right to negotiate modifications, including terms governing payment for all aspects of any contract that may result from this RFP.

Following is an example tabulation of payment milestones along with the approximate project percentage completed:

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Chart #3

Number	Item	Payment %	Comments
1	Contract Signing Notice to Proceed	15	If contract cannot be negotiated, select next highest scoring bidder
2	Equipment Delivered – Vendor still owns & insures equipment	--	Note: Warranty Starts at system acceptance
3	Hardware and software installed	15	
4	All Systems -Passed initial testing	20	
5	Customizations installed & tested	10	
6	Training Completed	10	
7	Punch list cleared; ATP complete	10	
8	30 day fault-free complete	20	
	TOTAL	100%	

2.3 Tax Exemption

The County is exempt from all Federal excise and transportation taxes, the provisions of the Fair Trade Law, and the Wisconsin sales and use tax for purchase of tangible personal property. No exemption certificates are required for this procurement, and none will be issued. Nothing in this paragraph is meant to exempt a bidder from the payment of sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance of a construction contract.

2.4 Right to Accept or Reject Proposals

Jefferson County reserves the right to waive informalities or minor defects in the best interest of the County, approve sufficiency of surety and/or reject any and all proposals for any reason whatsoever. Failure of a Bidder to sign the Official Proposal Form at time of submission may be cause for rejection of the proposal. Typing, electronic insertion or printing of the signature is not acceptable. Bidders must include all information required on the included forms. Failure to comply may be cause for

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rejection of the proposal. Award of the contract(s), if any, will be made at the County's option based upon the evaluation criteria outlined in this document.

2.5 Provisions Deemed Inserted

- a. Each and every provision of law and clause required by law to be inserted in the Contract for this project will be deemed to be inserted therein and the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the application by either party, the Contract shall forthwith be physically amended to make such insertion.
- b. Technical specifications and other radio system requirements that, by virtue of either being incorrect or omitted from this document and/or the resulting contract, and that causes the radio system to exhibit adverse characteristics that are not in conformance with good engineering practice or the present industry standards, shall be deemed inserted herein. The bidder is responsible for contacting the County to clarify inconsistent or ambiguous language.

In the event of inconsistencies among bid documents, the order of hierarchy is:

- i. Contract
- ii. Vendor's RFP Response with approved exceptions
- iii. This Request for Proposal

2.6 Responding with More than One Proposal

Bidders may submit more than one proposal in response to this RFP, if he/she wishes to offer different solutions as options for the County. Each proposal must be clearly differentiated and complete.

Bidders may also offer additional or upgraded equipment, software and/or services if the county would receive a cost-effective benefit therefrom. Costs for options must be listed separately; the county may or may not include optional components.

2.7 Indemnity and Insurance Requirements

Bidder agrees to indemnify and hold County of Jefferson, its appointed, hired and/or elected officers, agents, employees and designees harmless from and against legal liability for all judgments, losses, damages and expenses of every kind to the extent such judgments, losses, damages, or expenses are caused by the Bidder's negligent acts, errors, or omissions arising out of its performance of the services. In the event judgment, losses, damages, or expenses are incurred by the joint or concurrent negligence of Bidder and County of Jefferson, they shall be borne by each party in proportion to its own negligence.

The Contractor shall be responsible to maintain such insurance as will protect the

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County from contingent liability to others for damages because of personal injury, including death, or damage to property, which may arise from contractor's operations under this Contract. The Contractor shall indemnify the county against all risks, as per the provisions of this section.

During the term of the contract, the contractor shall be required to maintain insurance policies covering general commercial liability, professional liability, automobile liability, workman's compensation, property damage and theft up to the time of final acceptance. The policy must name County of Jefferson as an additional insured. The contractor and each subcontractor shall, at their own expense, purchase and maintain the insurance, issued by companies properly licensed and satisfactory to the County. Policies must be issued by a company or companies rated A- VII or better by AM Best and authorized to do business in the State of Wisconsin.

Proof of insurance must be provided before the contract is signed.

Details of the insurance requirements are tabulated in the following paragraphs:

a. Worker's Compensation and Employer's Liability

The contractor will maintain a policy to cover the full liability of the Contractor in accordance with the provisions of the Wisconsin workmen's compensation law, any act or acts amendatory thereof and including not less than the following employer's liability insurance:

- i. Worker's Compensation Statutory Limits
- ii. Employer's Liability*
 - Each Accident \$100,000
 - Disease Each Employee \$100,000
 - Disease Policy Limit \$500,000

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

b. Property and Automobile Insurance

The contractor will maintain a business automobile policy covering all owned, hired, and non-owned private passenger autos and commercial vehicles that may be used in conjunction with performance of work under the contract. The limit of liability will be not less than \$1,000,000 combined single.

c. Commercial General Liability (Bodily Injury and Property Damage)

The contractor will maintain a policy or policies to insure the Contractor for legal liability on account of personal injury (including death resulting therefrom) or loss of or damage to property however arising in the execution of this contract. A waiver of subrogation in favor of the County is required and must be evidenced under the Certificate of Liability Insurance. The limits of liability for personal injury

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shall not be less than the tabulation below. The policy or policies shall include but not be limited to coverage for the contractual liability assumed in this agreement, completed operations, sublet work and product liability as per the following schedule:

Commercial General Liability*		
Each Occurrence	\$1,000,000	
General Aggregate	\$2,000,000	
Products - Comp/Op Agg	\$2,000,000	

d. Professional Liability

The contractor will maintain a policy or policies to insure the Contractor for

Professional Liability*		
Each Occurrence	\$1,000,000/person	\$5,000,000/property
General Aggregate	\$5,000,000	
Umbrella (extra) Liability	\$5,000,000	

Contractor must provide Certificate of Liability Insurance (i.e., Acord form) evidencing that such coverage (as well as all other forms of required coverage) has been obtained for the project.

e. Completed Operations

The contractor shall not discontinue or change liability insurance policies in effect during any part of this contract without buying “tail end” insurance to cover potential claims that may have occurred during the term of this agreement. The hold harmless, indemnity and insurance provisions of this contract shall survive the termination of this contract and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.

f. Notification of Alteration or Cancellation of Insurance

The policies or certificates evidencing the coverage’s provided above would be filed with the County. Such policies or certificates shall provide that the insurance will not be materially altered or canceled without thirty days prior written notice to the County.

g. Other Insurance Provisions

- i. Liability insurance may be arranged by Comprehensive General Liability and Comprehensive Automobile Liability policies for the full limits required; or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

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- ii. Contractors shall require Subcontractors not protected under their insurance to take out and maintain workmen's compensation insurance and insurance of the same kind in amounts specified above. Contractors shall submit evidence of coverage of insurance required. The Contractor may carry sufficient comprehensive insurance on his equipment at site of work and on route to and from site to fully protect him; the Contractor should require same coverage of his Subcontractors. It is expressly understood and agreed that County of Jefferson shall have no responsibility therefore.
- iii. **Contractor** shall notify County of Jefferson immediately upon the commencement of any litigation against the contractor where there is any possibility Jefferson County may be made a party thereto.

2.8 Subcontractors

The County shall have the right to approve subcontractors prior to the commencement of their work. County approval of a subcontractor does not relieve the Bidder of full compliance with these specifications. The Bidder will be responsible for all work performed under these specifications whether the Bidder performs the work himself or through a subcontractor. Subcontractors may not be substituted at any time without the express written consent of the County.

2.9 Addenda to Specifications and Contract

During the proposal submission period the County may issue written addenda to each person, firm, or corporation which has secured a copy of these specifications, making changes or corrections to the specifications as issued. Such changes or corrections shall be included in the work and/or materials covered by the proposal, and such Addenda shall become part of the specifications and contract.

2.10 Limitations on Work

No additional work, other than that approved by the Contract, shall be done unless agreed to in writing by the County through a change order to the contract.

- i. Funding for the anticipated scope of this project has been provisionally approved by the County Board.
- ii. Any award by the County requires receipt of proposals with sufficient and acceptable responses, acceptable contract terms and conditions, and successful contract negotiations.
- iii. If none of the responses reflects a cost that is possible to implement, Jefferson County reserves the right to negotiate with the lowest compliant

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vendor to reduce equipment purchased, or to use other contractual means to reduce costs.

- iv. The scope of this project requires that delivery and installation be scheduled in a "building block" method to assure that continuous and efficient operation of the current communications system is maintained without interruption or impairment of existing communications.

2.11 Other Mandatory Vendor Provisions

- a. **IRS Form W-9:** The successful bidder will be required to complete an Internal Revenue Service Form (W-9), providing their taxpayer's identification number and, if applicable, certification regarding backup withholding and submit the completed (W-9) Form along with the executed contract.
- b. **News Release:** Bidders shall at no time make any news or advertising releases pertaining to this RFP for any purpose without the prior written approval of County of Jefferson.
- c. **Execution of Contract:** Upon the acceptance of their proposal, the Bidder shall prepare and submit a contract to County of Jefferson. The county will then bi-laterally review and edit the contract for the vendor's approval. In the event the successful Bidder fails, neglects, or refuses to execute said contract within sixty (60) days after selection of the Proposal (plus any mutual extensions), then the County may, in its sole discretion, terminate and cancel its action in awarding said contract to said successful Bidder. Upon such termination, said agreement shall become null, void, and have no legal effect, and the County may, in its sole discretion, reconsider any other submitted Proposals or solicit new Proposals.
- d. **Warranty:** The **vendor** represents to the County that they will perform their services in conformance with the standard of professional practice ordinarily exercised by applicable professionals under similar conditions at the same time and within the same region as where the project is located.
- e. **Severability:** The invalidity, illegality, or unenforceability of any provision of this RFP, or the occurrence of any event rendering any portion or provision of this RFP void shall in no way affect the validity or enforceability of any other portion or provision of this RFP or any Task Order. Any void provision shall be deemed severed from this RFP, and the balance of this RFP shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this RFP to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire RFP from being void should a provision, which is of the essence of this RFP, be determined void.

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f. Governing Law, Jurisdiction and Venue: This RFP shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Bidder hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this RFP. The parties further agree that the venue for any legal proceedings related to this RFP shall be Jefferson County Circuit Court.

g. Non-Discrimination, Equal Employment Opportunity & Affirmative Action

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, or any other protected class under Federal, State or local laws which shall include, but not be limited to, the following:

- i. Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeships.
- ii. Contractor will post in conspicuous places, available for employees of the Contractor and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

When a violation of the non-discrimination, equal opportunity or affirmative action provisions of this section has been determined by the County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations. If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, the County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract but, in either event, Contractor may be ineligible to participate in future contracts with the County.

2.12 Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but the failure or delay must be beyond control and without fault or negligence.

2.13 Performance Bond

Contractor shall furnish a performance bond in such sum and under such terms as

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deemed acceptable at the sole and exclusive discretion of the County (from an approved surety as per the U.S. Department of Treasury's Listing of Approved Sureties - Department Circular 570).

2.14 Restoral

The Contractor shall restore to original condition any damage to property caused by maintenance or installation personnel including, but not limited to, walls, ceilings, etc.

The Contractor shall clean up and remove any debris resulting from its work. Upon completion of the installation, the premises shall be left in order and ready for immediate use.

2.15 Termination by Contractor

The Contractor may, at its option, terminate the vendor Contract upon the failure of the County to pay any amount that may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation, and assuming the Contractor is not in default. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage. It should be noted that irreparable and continuing damage to the County could be caused upon termination for which money damages may not provide adequate relief. Therefore, the breach of this agreement on Contractor's part shall entitle the County to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

2.16 Termination for Violations

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County shall thereupon have the right to terminate it by giving **15 days written notice** of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the 15-day period. In the event of termination, the County will only be liable for the reasonable amount of value for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

2.17 Unrestricted Right of Termination by County

The County further reserves the right to terminate this Contract at any time for any reason by giving Contractor **30** days written notice by ordinary U.S. mail, first class postpaid, of such termination to the address of Contractor set forth in this agreement. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination.

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This section also applies should the County of Jefferson Board fail to appropriate additional monies required for the completion of the Contract.

2.18 Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County of Jefferson or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Contractor attests that he or it in fact, regularly performs similar professional services for other customers.

The manner in which Contractor performs the services provided for hereunder including work hours, location, and other details of such services, shall be exclusively determined by the Contractor. The Contractor may consider the availability of the facility and the normal working hours of the County. The County shall have the right to control and direct the results of such services, however, in the performance thereof, Contractor is and shall remain independent (with the obligation solely on the Contractor's part to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income) providing consultation and work product on the matters made the subject thereof. The County understands the Contractor will engage in other business or trade for other persons or organization, at Contractor's discretion, during the time Contractor is rendering services for the County, providing such outside functions do not in any way restrict Contractor in performing the services provided for in this Contract.

Contractor further agrees that the County is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans, etc., which may be extended to employees of the County from time to time and further agrees to indemnify and hold harmless County of Jefferson and all its employees, officers and agents from any liability for worker's compensation, unemployment compensation, income tax or social security or FICA contributions, or any or other similar obligation, and from personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

Contractor agrees that Contractor will not file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of County of Jefferson during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against the County on Contractor's behalf, Contractor will request such agency or court to dismiss such matter without fees or costs or any other expense to the County of Jefferson.

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2.19 Assignment Limitation

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns, provided however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

2.20 Prohibited Practices

Contractor, during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of the County or any person who, to the knowledge of Contractor, has a conflict of interest. **Contractor shall obey all state, federal and local laws and regulations.**

2.21 Authorization

The validity, construction, enforcement and effect of this Contract shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any one of them shall be held invalid by any competent court or agency, this Contract shall be interpreted as if such invalid covenant was not contained herein.

2.22 Ownership Information

All information, written, digital, photographic or otherwise, and any derivatives thereof, whether created by the County or Contractor, which are related to the services covered under this Contract remains completely the property of County of Jefferson and no license or other rights to such information is granted to any other person or entity. For purposes of this Contract, “derivatives” shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

2.23 Non-Disclosure and Non-Use of Information and Work Product

Contractor will not disclose, publish, or disseminate any information it obtains from or develops for the County under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of information and work product obtained from or developed for the County under this Contract. Contractor agrees not to use, publish or disseminate information and work product for its own or any third party’s benefit without the prior written approval of the County.

2.24 Return of Documents

Within ten business days of receipt of the County’s written or oral request, Contractor will return all documents, records, and copies thereof it obtained or created during the development of the work product covered by the vendor Contract.

3.0 COUNTY RESPONSIBILITIES

3.1 Public Records

The Parties acknowledge that County of Jefferson is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials gathered or produced or modified pursuant to this contract to County of Jefferson, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit.

According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold County of Jefferson, its agents, officials and employees harmless and to indemnify them and County of Jefferson for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which County of Jefferson or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

Any Public Record Law request received directly by a contractor related to this contract with County of Jefferson shall immediately be reported to the contract manager for the County.

3.2 Evaluation Committee

An evaluation committee will review all proposals that are timely received. The committee may review references, request oral presentations, and conduct site visits in order to use the results in scoring the proposals.

3.3 Initial Review

After the opening of the proposals, but prior to any other evaluation, **the proposals will initially be reviewed** to determine if legal and administrative requirements are met, and if additional other mandatory requirements have been observed. Failure

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to meet mandatory requirements may result in the proposal being rejected. In the event that none of the bidders 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 that most closely meets the requirements as specified in this RFP and summarized below:

a. Time of Submittal:

A County official will receive and mark each submittal with the date and time it is received. Bidders may hand carry or use delivery services to send their proposal packages to the office and address listed. Bidders are cautioned to allow enough time for delivery.

Late deliveries will be rejected.

b. Transmittal/Signature sheet

Bidder shall include the transmittal form in Appendix A (or a facsimile of the form), with his/her proposal as the first sheet, signed with an original signature.

c. Insurance

Each proposal received will be checked by a County official for compliance with the insurance requirements.

d. Proposal Pricing:

Each proposal will be checked by a County official to verify that it contains the required pricing submittals as outlined in this RFP document.

e. No Lien Affidavit:

A County official will check each proposal received for a signed Contractor's No-Lien Affidavit as provided in the Appendix C. The selected Bidder will also be required at the time of final payment to provide an affidavit stating that all subcontractors, suppliers, distributors, and manufacturers have been paid and there are no liens outstanding.

f. Ethics Affidavit

Each proposal received will be checked by a County official for a signed Contractor's Ethics Affidavit as provided in the Appendix D.

If negotiations cannot be concluded successfully with the highest scoring bidder, the County may negotiate a contract with the next highest scoring bidder.

The RFP supersedes all prior and contemporaneous communications and

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representations, whether oral or written, relating to the subject matter of this RFP. The language contained in this RFP shall not be modified by any statements, communications, or clarifications unless explicitly set forth in writing and distributed by County of Jefferson via U.S. Mail or similar delivery service.

Assignment by the successful Bidder to a third party of any contract based on this RFP or any monies due is absolutely prohibited and will not be recognized by the Committee or the County unless approved in advance in writing.

The project is anticipated to begin by March 10, 2015 upon receipt of written *Notice to Proceed* from the County, following contract negotiations.

It is the responsibility of the county to ensure that items to be interfaced with the new system that are subject to a separate procurement are delivered at the appropriate times.

4.0 PROPOSAL FORMAT

Proposals deemed by Jefferson County to be defective or irregular will be rejected. To assist the County in the proposed evaluation, bidders should submit their Proposals in the format provided below and described in more detail in the subsequent paragraphs:

Number and type of copies (for each submittal or alternative):

- Five (5) Paper copies to be submitted, one to be conspicuously marked as “original” containing the original signature on the forms of Appendices “A”, “B”, “C” and “D”.
- Five (5) PDF Format on CDs to be submitted.

Each Proposal response will be submitted in a sealed box or envelope, and will include the executed appendices. The box or envelope must be plainly marked and must include a label identifying the name of the project and name of the Bidder submitting the response. Failure to mark the envelope properly may eliminate the Proposal from further consideration.

All prices and negotiations must be in indelible ink. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto. The person signing the form must initial all corrections.

The Proposal shall be considered and verified on submission and cannot be withdrawn or corrected after submission. Proposals submitted will become the property of Jefferson County after submission.

Electronically transmitted or faxed copies of the Proposal are not acceptable.

Jefferson County reserves the right to make an award on basis of the best Proposal as received from a responsible Bidder, although it may not be the lowest cost Proposal or the most compliant.

Jefferson County will not pay any of the costs incurred in the preparation, printing, demonstration, or negotiation of this offering. All of these costs will be borne by the Bidder.

All documents submitted as part of the Bidder's offering, to the extent allowed by law, will be deemed confidential during the evaluation process. Bidder's offerings, to the extent allowed by law, will not be available for review by anyone other than the County of Jefferson Evaluation Team or its designated technical and operational representatives. Information supplied by a Bidder to the County of Jefferson is subject to the Wisconsin Government Data Practices Act. Such information shall become public unless it falls within one of the exceptions of the law.

Jefferson County assumes no obligation to defend any action by a third party seeking to obtain access to material determined by a Bidder not to be public information. Defense of such actions shall be the sole responsibility of the Bidder. The County will release any or all data necessary to comply with an administrative or court order. The County further assumes no responsibility for any loss or damage that may result from the release of data provided by a Bidder to the County.

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Select Bidders may be required to provide detailed demonstrations of proposed application software. Bidders may also be required to make presentations and/or provide written clarifications of their responses at the request of the Jefferson County Evaluation Committee. Jefferson County may request a site visit to the Bidder's corporate headquarters and/or a hands-on demonstration at another agency of the software/hardware prior to awarding of the contract.

Required Sections (TABS)

The following *Document Sections* are to be included on all copies of the proposal(s):

Section 1.....Letter of Transmittal (Appendix “A”) and executed Appendices “B”, “C” &”D”.

Section 2.....Table of Contents

Section 3.....Introduction, Executive Summary and Implementation Plan

Section 4Experience, qualifications, similar projects, bios of personnel and references

Section 5.....Technical and Functional Description; Bidder’s unique differentiators

Section 6.....Cost Proposal including optional components (e.g. UPS system)

Section 7.....Supplemental Material and catalog descriptions

4.1 Section 1 - Letter of Transmittal

The transmittal sheet contains the original signature of a person authorized by the Bidder to obligate the vendor to the commitments contained in the Proposal.

The successful Bidder shall be considered to be the prime Contractor and shall be required to assume total responsibility for delivery, installation, and warranty of all hardware, software, engineering, and support services offered in the Proposal, whether or not the Contractor is the direct manufacturer, producer, author, or supplier of them.

Jefferson County shall consider the Contractor to be the sole point of contact with regard to all contractual matters, installation of the entire system configuration, and all other services performed in relation to this Proposal. Failure to meet these obligations shall result in the cancellation of any contracts.

4.2 Section 2 - Table of Contents

Bidder shall include a Table of Contents in this section to assist in navigating the RFP response. Bidders must list Proposal sections and major subsections with page references as required for showing compliance with all requirements.

4.3 Section 3 - Introduction, Executive Summary and Implementation Plan

Section 3 of the Proposal shall provide a description of the bidder's understanding of the scope of the project and a general outline plan for implementation, testing, warranty work and training. Bidder shall provide an introduction to his/her company, personnel, capabilities and experience. Also included in Section 3 should be a strategy or schematic illustrating the proposed topology and how a smooth migration to the new equipment and required new operational procedures can be achieved.

For evaluation purposes, the Bidder should identify individuals responsible for servicing equipment and service locations. The Proposal must indicate the key persons that the Bidder intends to assign to installation, configuration, and testing of the system and include a resume of those persons, including their experience with working on the proposed system components (both hardware and software). If any of these persons are taken off of the project, whether they are bidder's staff or a subcontractor, the County must approve the replacement(s).

The Executive Summary should provide a high-level view of Sections Four and Five below, along with exceptions taken to the specifications and a discussion of the effects of any exceptions upon system performance.

The percentage of time that the implementation project manager will be on site must be specified. This section must also state that the proposal meets all mandatory provisions of the RFP or alternatively, must describe mitigating factors that allow the bidder to provide equivalent functionality in a different manner. The bidder's format may be used to describe the required provisions:

1. Bidders shall provide Jefferson County with evidence of financial solvency, certificates of insurance coverage, bonding capabilities and other background information supporting the reliability and financial resources of the respondent as required by these documents.
2. Bidders shall describe their summary implementation plan with an associated *Timeline*.
3. Description of the services to be provided as part of the implementation plan:
 - Description of existing on-site equipment that will be utilized.
 - Description of the Bidder's Warranty, training plan, maintenance schedule, and data conversion plan.
 - Description of the bidder's testing plan. Acceptance of the final system is based upon satisfactory performance in the operating environment. The Contractor shall perform the testing and acceptance procedures with the approval of the County.
 1. The Contractor will demonstrate every functional attribute of the hardware and software, including system software, operating system, utilities, interfaces, and all ancillary application program modules.

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2. Test reports shall verify all functional specifications and shall demonstrate all Proposal commitments and proposed capabilities.
3. Dispatch transfer to Jefferson County must be considered and described.

After successful completion of the above tests, Jefferson County will conduct a thirty (30) day operational test of the system. This shall consist of normal utilization of the equipment by Jefferson County personnel. During this period, the system shall experience no significant component failures and no significant software malfunctions.

4.4 Section 4 - Experience and Qualifications

Bidder shall demonstrate an active involvement in the design, manufacture, supply, installation and integration of telecommunication hardware and software used by public safety agencies.

In Section 4, bidder shall describe his and his company's experience, qualifications, similar projects of approximately the same scope and size, biographies of personnel who will be working on the Jefferson County project and specific project references (see tabulation below for sample information to be provided):

- a. **Company Information:** Years in business, in-house capabilities, subcontracting issues, awards, staff retention, precursor businesses, lawsuits pending and other relevant information. A summary of system features should also be included.
- b. **Staff Information:** Number and expertise of staff assigned to the implementation and support of the Jefferson County project. Include biographies.
- c. **Location Information:** Location and capabilities for the nearest service facility to the Jefferson County PSB. Provide the response time expected for on-site, telephone/Email and Internet-based support. Two to Four hours is preferable for emergency repairs.
- d. **Provide contact information** for at least three pertinent references. These projects must have a similar application and scope to that described in this RFP. For each reference, the respondent's company shall have originally installed and supported the equipment and associated services, which shall have been in continuous satisfactory operation during the last two (2) years. Please include contact names, phone numbers and E-mails (if possible) for each of these reference projects. Both a primary contact and a secondary contact are desired, if available. Describe any exceptions taken to the RFP specifications, their effect and possible mitigation.

Jefferson County reserves the right to reject any or all Proposals for any reason, at its sole discretion.

4.5 Section 5 - Technical and Functional Description

Section 5, the Technical and Functional Description, must include a discussion of the bidder's unique technical differentiators and services. Bidder shall describe his/her abilities and present workload available to provide the required professional services and equipment related to the project requirements. The bidder's own format may be used.

The bidder should also provide a tabular functional description and optionally, a schematic showing how the proposed equipment would be interconnected.

4.6 Section 6 - Cost Proposal

The importance of cost factors in the selection will depend on the magnitude of the cost differentials identified, the credibility of such differentials, the keenness of competition in the Technical and Functional Proposal, and the impact of other factors. Any significant inconsistency, if unexplained, raises a fundamental issue of the Bidder's understanding of the nature and scope of the work required. The burden of proof as to cost credibility rests with the Bidder. Proposed cost will be evaluated not only to determine if the cost is reasonable and realistic, but also to determine the level of the Bidder's understanding of the program and his/her ability to organize and perform the work.

Bidder shall provide costs for the equipment, software, implementation and testing as required by this RFP as needed to construct a robust and viable system.

4.7 Section 7 - Supplementary Material

Bidder may place catalogs, cut sheets, or other information in this section leading to an in-depth understanding of the equipment features and services being proposed.

5.0 BID EVALUATION

Any firm submitting a sealed proposal with pricing shall be subject to a qualifications review by the RFP evaluation team.

The following basic functionality areas will be evaluated and scored by the County of Jefferson Public Safety Evaluation Committee on a scale of 0 to 10 for compliance with specifications and cost-effectiveness after the mandatory components are verified:

5.1 Review of Transmittal Letter

Score from 0 to 1 according to compliance with RFP (0 results in return of bid document).

5.2 Review of Table of Contents

Score from 0 to 10 according to degree of compliance with RFP.

5.3 Review of Introduction, Executive Summary and Implementation Plan

Score from 0 to 10 according to degree of compliance with RFP.

5.4 Review of Experience and Qualifications

Score from 0 to 10 according to degree of compliance with RFP.

5.5 Review of Technical and Functional Proposal

Score from 0 to 10 according to degree of compliance with RFP.

5.6 Review of Cost Proposal

Score from 0 to 10 according to degree of compliance with RFP.

5.7 Review of Supplementary Material

Not scored.

The following chart will be used to complete the evaluation:

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Chart #8

Item	Weight %	Rating	Score	Comments
Section 1: Compliance with administrative terms	0	0		On each template: Vendor #: Evaluator #:
Section 2: Table of Contents	0	1 - 10		
Section 3: Experience, Expertise, and Exceptions	15	1 - 10		
Section 3: Exec Summary, implement Plan; References and Site Visits	15	1 - 10		
Section 4: Experience, Qualifications and References - understanding of work	15	1 - 10		
Section 5: Technical and Functional Description	10	1 - 10		
Section 6: Cost Alternatives #1, #2, and #3	45	Compared to other bidders meeting requirements		
TOTAL	100%			

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APPENDIX A - PROPOSAL TRANSMITTAL SHEET

TO: County of Jefferson Public Safety Committee

PROPOSAL FOR: Public Safety Dispatch and radio System Improvement

FROM: _____

1. We the undersigned, having familiarized ourselves with the local conditions and request for proposal do hereby propose to execute the proposed project and to furnish all labor, materials, necessary tools, expendable items, utility and transportation services necessary to complete the work in strict accordance with the request for proposal

Alternative #1 BASE BID: Lump sum complete base system contract price for the construction work for the sum of:

_____ Dollars (\$ _____)

2. In submitting this proposal, it is understood that the right is reserved by the County to reject any or all proposals. It is agreed that this proposal may not be withdrawn for a period of 60 days from the opening thereof.
3. The undersigned agrees, if awarded the contract, to commence the contract work on or before a date to be specified in a written notice to proceed.
4. I hereby certify that all statements herein are made on behalf of:

_____,
(Name of Corporation, Partnership or Person submitting bid)

(complete one of the following three)

a corporation organized and existing under the laws of the State of _____

a partnership consisting of _____

an individual trading as _____

of the County of _____ of the

State of _____

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The undersigned hereby states that he has examined and carefully prepared this proposal response from the Jefferson County request for proposal and has checked the same in detail before submitting this response; that he has full authority to make such statements and submit this proposal in (delete two) (its) (their) (my) behalf; and that the said statements are true and correct.

By the signature below, the undersigned hereby states that all prices have been calculated and presented independently with respect to other providers of similar equipment or services, and is free from collusion in any form.

Signature _____

(Title)

Sworn and subscribed to before me this _____ day of _____,
year _____.

(Notary or other office authorized to
administer oaths)

My commission expires: _____

APPENDIX B – Price Proposal

Total cost for the Dispatch System as described by this document:

Cost for optional systems:

List cost of Performance Bond:

APPENDIX C – Waiver of Lien

(Use Company Approved Form)

APPENDIX D - Ethics Affidavit

ETHICS COMPLIANCE ADDENDUM

It is agreed and understood by all parties to this contract that:

1. In addition to ethical standards set forth in Wisconsin Statutes section 19. 59 for all county employees and officials [either elected or appointed] County of Jefferson has adopted an ethics policy that is applicable to county employees in conducting county business. That policy may be reviewed at:

http://www.jeffersoncountywi.gov/docs/ordinances/Ethics_Ordinance_Chapter_4.pdf

It is further understood that all county employees and officials [either elected or appointed] are prohibited from engaging in any criminal conduct contrary to Wisconsin Statutes sections 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract.

2. This ethics policy is intended to ensure that public trust in County of Jefferson government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes:

- b. the misuse or misappropriation of county property or funds for personal use or otherwise,
- c. use or disclosure of confidential information for personal gain or otherwise,
- d. elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by county employees,
- e. the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee,
- f. and the conducting of personal business or campaigning during working hours.

3. This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy or State Statute by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. This contract also requires that any party contracting with County of Jefferson also report any such violation to either the District Attorney or Corporation Counsel for County of Jefferson.

4. By executing this contract, each party certifies that it knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former county official or employee who may have had a role on deciding which proposal or bid will be accepted, and

5. By executing this contract, each party certifies that no attempt has been made by anyone on behalf of the party submitting a proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or any thing of value to a

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current or former County official or employee or family or household member of a current or former County official or employee, or in any other manner contrary to law, and

6. The parties acknowledge that County of Jefferson is a municipal corporation legally bound to comply with the Wisconsin Open Meetings and Public Records laws and that as such, unless otherwise allowed for by law, all aspects of this agreement are subject to open discussion and disclosure are a matter of public record. It is furthermore agreed to that no party will take any action to obstruct the operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the County harmless and to indemnify the County for all costs, fees, including all attorney fees and judgments and damages of whatever kind for which the County may be held liable due to the provider's failure to comply with the Wisconsin Public Records and Open Meetings laws.

7. That any subsequent finding of a violation of either the County's ethics policy or Wisconsin Statutes sections, 19.59, 946.12 and 946.13 by any party or any agent of any party acting either alone or acting in concert with a current or former County of Jefferson official or employee may result, at the sole option of County of Jefferson, in this agreement being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with County of Jefferson for a specified period of time in the future.

_____	<u>County of Jefferson, by:</u>
Company Name	
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Title	Title
_____	_____
Print Name	Print Name
_____	_____
Date	Date