

REQUEST FOR PROPOSAL

Sauk County Buildings Services

Courthouse Audio and Video Replacement

Wednesday, July 3rd, 2019

- I. Point of contact: Ian Crammond
Sauk County Building Services
510 Broadway
Baraboo, Wisconsin 53913
(608) 355-4415

- II. Proposal Due Date: Proposals must be received and date stamped no later than 1:00 p.m., Central Standard Time, August 13th, 2019. Faxes, email or electronic submissions are not acceptable. Proposals or amendments received by Sauk County after that time will not be considered. Public Opening of Proposals will be conducted at the Sauk County Courthouse – EMBS Meeting Room at 1:15 p.m., Tuesday August 13th, 2019 at 510 Broadway, Baraboo, Wisconsin 53913.

- III. **ALL PROPOSALS MUST BE ADDRESSED TO:**

**Sauk County Clerk
Sauk County West Square Building
505 Broadway
Baraboo, Wisconsin 53913**

The words **Courthouse Audio and Video Replacement** must be marked on the sealed envelope.

PART ONE
INTRODUCTION AND GENERAL INFORMATION

1.0 INTRODUCTION

1.1 This document constitutes a request for sealed Proposals from qualified vendors to complete a replacement of the Courthouse Audio and Video system to four branches of circuit court in the Sauk County Courthouse located at 510 Broadway, Baraboo, Wisconsin 53913.

2.0 ORGANIZATION

2.1 This document, referred to as a Request for Proposals (RFP), has been divided into the following parts for the convenience of the contractor:

- Part One - Introduction and General Information
- Part Two- - Scope of work
- Part Three - General Requirement - Standard Terms & Conditions
- Part Four - Evaluation Information
- Part Five - Pricing & Information

3.0 DEFINITIONS

3.1 For the purpose of this RFP the Vendor will be referred to as Vendor and Sauk County will be referred to as County.

4.0 BACKGROUND INFORMATION

4.1 Sauk County is one of 72 units of county government in the State of Wisconsin and is a municipal corporation existing pursuant to the authority of Chapter 59 of the Wisconsin Statutes. County operations currently include a skilled nursing facility, a human services department, a law enforcement agency, a state circuit court system, a highway department, a tax administration and collection effort, and other government related functions.

5.0 TENTATIVE SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
Request for Proposal released	July 3 rd , 2019	
<u>Mandatory Pre-Bid Site visit</u>	July 18 th , 2019	1:00 p.m.
<i>Sauk County Courthouse Room 128 EMBS meeting room 510 Broadway St Baraboo, WI 53913</i>		
Questions Due	August 2 nd , 2019	4:30 p.m.
Proposals Due	August 13 th , 2019	1:00 p.m.
Proposals opened	August 13 th , 2019	1:15 p.m.
Approve resolution awarding contract	September 5 th , 2019	
County Board Approval	September 17 th , 2019	6:00 p.m.

6.0 AMENDMENTS AND QUESTIONS:

- 6.1 Sauk County reserves the right to modify this RFP prior to the Proposal due date.
- 6.2 If Amendments are of such a nature as to require substantive changes in the scope of work or Proposal price, the Proposal due date may be postponed by such a time that will enable vendor to revise their Proposals. In such case, the Amendment will include an announcement of the new Proposal due date.
- 6.3 Interpretations or clarifications in response to questions received prior to the Proposal due date may be issued by Addenda to all parties recorded as having received this RFP, if considered necessary by the County.
- 6.4 Questions received after the Question due date of August 2nd, 2019 may not be answered.
- 6.5 Only formal written responses to questions issued by letter or addenda are binding. Oral and other interpretations or clarifications are not binding.

7.0 CONTRACT

- 7.1 Sauk County intends to award one contract for all work described in this Request for Proposal.
- 7.2 Contract type shall be a single fixed-priced (lump sum) contract. Lump sum should include any necessary reimbursables.

8.0 CONTACT INFORMATION

- 8.1 Each vendor obtaining a copy of this Request for Proposal/Bid either in person, via the Sauk County Web Site, or by other means, must submit an email to ian.crammond@saukcountywi.gov that contains the Vendor name & contact information. This will assure that any Addenda, questions/answers or other information related to this Request for Proposal/Bid is received by all interested bidders. If this information is not submitted five (5) business days prior to the Due Date of this Proposal/Bid, the County retains the right to reject the bid solely for this reason or accept the bid.

PART TWO

SCOPE OF WORK

1.0 OVERVIEW

Sauk County is looking to replace the audio and video systems in four courtrooms in the County Courthouse. Each courtroom currently has four microphones, an analog phone input, hearing assist system, eight-channel mixer, amplifier, and four ceiling mounted speakers.

2.0 SPECIFICS

- 2.1 Remove current audio system from under judges bench and replace with a rack mounted system in an alternate location near the courtroom
- 2.2 Run new audio and video cables where needed
- 2.3 Replace current ceiling mounted speakers and (4) desktop microphones within each courtroom
- 2.4 Install one wireless hand microphone and (2) wireless lapel microphones in each courtroom.
- 2.5 Install 3.5mm audio jack connection at each court reporter station as an output from the main audio system
- 2.6 Install a monitor speaker with volume control at the Judge's bench, and Court Reporter as an output from the main audio system
- 2.7 The judge microphone shall have priority over all other microphones
- 2.8 The judge shall be able to mute all other participant microphones through a control panel at the bench
- 2.9 Microphones shall allow for private attorney/client consultation with a mute button at the prosecution and defense tables
- 2.10 Allow an analog or IP Phone testimony through a similar system as currently in place to accept a phone call as an input in and allow the audio to be passed through to the courtroom speakers and through the current video arraignment system
- 2.11 Designate an output from the audio system to work with the current video arraignment system
- 2.12 Designate an output from the audio system to work with the Digital Audio Recoding (DAR) system
- 2.13 Provide a white noise control over the speakers of the individual courtroom to allow for a judge - attorney sidebar to take place near the judge's microphone, where only the court reporter, judge and attorneys can hear the conversation so it can be recorded for the court record.
- 2.14 Provide an dedicated XLR audio output for media to record court proceedings
- 2.15 Permit attorneys to present digital devices on high definition screens while providing backward compatibility for older laptops to use on those presentations and proceedings.
- 2.16 Judge has control through a control box to allow an Audio and or Video to play through the speaker system or on the high definition screens
- 2.17 Provide user interfaces of VGA, HDMI, USB, 3.5mm audio and Shielded Cat 6 cabling at both the Defense and Prosecution tables connecting to the existing audio system and high definition screens
- 2.18 Designate one output for a hearing assist equipment also to be upgraded as a part of this project.
- 2.19 Provide user training to county staff.

3.0 SCHEDULE

The work included in this requests for proposal shall be substantially completed by December 31st, 2019.

4.0 PROPOSAL

This Request for Proposal in its entirety shall be returned with signatures as noted along with all other requested information. Failure to do so will be cause to reject the bid.



PART THREE
GENERAL REQUIREMENTS

**STANDARD TERMS AND CONDITIONS (REQUESTS FOR
PROPOSAL)**
SAUK COUNTY STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals/Contracts)

- 1.0 APPLICABILITY:** These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Bids (RFB), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. Special provisions for a contract may also apply.
- 2.0 SPECIFICATIONS:** The listed specifications 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. Sauk 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, on the vendor's letterhead, 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 the 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. Items which are used, pre-owned, demonstrators, obsolete, seconds, defective, or which have been discontinued are unacceptable without prior written approval by Sauk County.
- 5.0 QUANTITIES:** The quantities shown on this request 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 AND DISCOUNT:** Sauk County qualifies for governmental discounts; unit prices shall reflect these discounts.
- 7.1** Unit prices shown on the Bid or contract 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, permits, inspections, and all other contract administration.

- 7.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for term specified in the award. Vendor shall submit proposed increases to the contracting department 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.
- 7.3** 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 part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.
- 8.0** **ACCEPTANCE-REJECTION:** Sauk 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 Sauk County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.
- 8.1** Bids MUST be date and time stamped by Sauk County on or before the date and time that the bid is due. Bids dated and time stamped after the deadline will be rejected. Actual receipt by the County is necessary. Receipt of a bid by the mail system does not constitute receipt of a bid by the County. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**
- 8.2** Bids shall be submitted on company letterhead and signed by an officer of the company. Mark sealed envelope with title of project for which vendor is submitting bid.
- 9.0** **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to the specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Sauk County reserves the right to award based upon the evaluation of the bids, which the County deems to be in its best interest.
- 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 signed by both parties shall be used.

- 11.0 PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Sauk County will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract.
- 11.1 NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or product by the County while any such default or breach shall exist shall in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.
- 12.0 TAXES:** Sauk 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.
- 12.1** Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk 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 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order 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.
- 14.0 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.
- 15.0 APPLICABLE LAW:** This contract shall be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in the Sauk 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.
- 16.0 ANTITRUST ASSIGNMENT:** The vendor and Sauk County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Sauk County (purchaser). Therefore, the successful vendor hereby assigns to

Sauk County any and all claims for such overcharges as to goods, materials or services purchased in connection with a contract.

- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of Sauk County.
- 18.0 SUBCONTRACTING:** If sub-contractors are to be used, this must be clearly explained in the Bid. Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without prior written consent of the County. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor shall be fully responsible for the acts, errors, and omission of subcontractor(s).
- 19.0 NONDISCRIMINATION/AFFIRMATIVE ACTION:** The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. 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. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.
- 20.0 SAFETY REQUIREMENTS:** All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Department of Safety and Professional Services and all applicable OSHA Standards. The vendor shall comply with the County's worksite rules. Vendor shall comply, train, and accept exclusive responsibility for its employees while on County property.
- 20.1 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the vendor must provide one (1) copy of Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 21.0 WARRANTY:** Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request or contract 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.

22.0 INDEMNIFICATION AND INSURANCE: The vendor shall bear the full and complete responsibility for all risk of damage of premises, equipment, procedure or money resulting from any cause whatsoever and shall not penalize the County for any losses incurred.

Vendor shall indemnify, hold harmless, and defend Sauk County, its officers, boards, commissions, agents and employees from any and all liability, claims, demands, losses (including, but not limited to, property damage, bodily injury and loss of life), costs, expenses or damages which Sauk County, its officers, employees, agents, boards, or commissions may sustain, incur or be required to pay by reason of vendor furnishing goods or services required to be provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the vendor. Nothing contained herein shall require vendor to defend or indemnify the County for losses, damages, injuries or death arising out of the negligence of the County, its agents or employees. The obligations of vendor under this paragraph shall survive the expiration or termination of the contract or agreement.

In order to secure vendor's obligation to hold harmless and indemnify the County, vendor shall procure and maintain the following insurance:

Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;

General Liability:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

Automobile: (Combined single limit) \$1,000,000.00

Excess Liability: (Umbrella) \$5,000,000.00. (Each occurrence and

aggregate.)

22.1 The vendor shall add Sauk County, its officers, agents and employees as shall be named as an additional named insured.

22.2 Provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Sauk County is an additional named insured on public liability, professional liability and property damage insurance required above.

22.3 Provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

- 23.0 CANCELLATION:** Sauk County reserves the right to terminate any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the vendor/contractor to comply with the terms, conditions, performance, and specifications of a contract, if after 20 days written notice to cure default, contractor fails to satisfactorily cure the default. 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.
- 24.0 RECORDKEEPING AND RECORD RETENTION - PUBLIC WORKS CONTRACTS:** The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale, if applicable, and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all sub-contracts and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.
- 25.0 RECORDKEEPING AND RECORD RETENTION - COST REIMBURSEMENT CONTRACTS:** Where payment to a 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 a bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than five (5) years after final payment is made.
- 26.0 INDEPENDENT VENDOR STATUS:** None of the officers, employees, or agents of the vendor are employees of Sauk County for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.
- 27.0 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 be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. If awarded this contract, Vendor shall assist Sauk County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.
- 28.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable the Wisconsin public records law. If the vendor asserts in the bid/proposal that 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.

- 28.01** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5), or material which can be kept confidential under the Wisconsin public records law, must be identified on a Confidential and Proprietary Information Form. Bid prices cannot be held confidential after award of a contract.
- 28.02** 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 become the property of the Sauk County.
- 29.0 RECYCLED MATERIALS:** Sauk County desires to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors/bidders are encouraged to bid/propose products with recycled content which meet specifications.
- 30.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT:** The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 31.0 LICENSURE, CERTIFICATION, AND STATUTORY REQUIREMENTS:** Vendor is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements shall be at Vendor's expense.
- 32.0 PROMOTIONAL ADVERTISING:** Reference to or use of Sauk County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

PART FOUR
EVALUATION INFORMATION

1.0 EVALUATION PROCESS

- 1.1 The award of a contract resulting from this Request for Proposal shall be based on the most advantageous proposal received by the most responsive vendor.
- 1.2 Completeness of proposal. All requested information is included as noted.
- 1.3 In the event that only one proposal is received in response to this Request for Proposal, Sauk County reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole vendor's proposal. In addition, as part of such negotiations, Sauk County reserves the right to require supporting cost, pricing and other data from the vendor in order to determine the reasonableness and acceptability of the proposal.
- 1.4 Sauk County may conduct interviews with selected vendors should it be deemed necessary to further enhance the selection process.
- 1.5 Sauk County reserves the right to reject any and all proposals.

PART FIVE
PRICING & INFORMATION

PRICING	PRICE
Courtroom Audio/Video Replacement in Branch I	\$
Courtroom Audio/Video Replacement in Branch II	\$
Courtroom Audio/Video Replacement in Branch III	\$
Courtroom Audio/Video Replacement in Court Commissioner	\$
Lump Sum Cost	\$

Sauk County Provided Materials

Any materials and/or services that Sauk County will need to provide to the vendor to complete this project must be listed below.

The vendor hereby agrees to provide the services and/or items at the prices quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of Sauk County, a binding contract, as defined herein, shall exist between the vendor and Sauk County.

VENDOR

AUTHORIZED SIGNATURE

Date

PRINTED NAME

Title

Ian Crammond, Sauk County Facilities Director

Date