

January 31, 2019

SAUK COUNTY MANAGEMENT INFORMATION SYSTEMS

Electronic Board Voting System

Request for Proposal

Point of Contact:

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Sauk County
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Proposal Submittal Address:

Sauk County Clerk
505 Broadway
Baraboo, WI 53913

Clearly Mark Proposal:

Board Voting System

All correspondence related to this RFP document must be directed to the point of contact listed above. Any questions regarding the specifications should be written and submitted via email.

Dates:

Responses Due by: 4:00 PM on March 13, 2019

Facilities Walk Through: February 28, 2019 - by appointment

Written Questions Due No Later Than: February 28, 2019

Proposal Opening Meeting: 10:30 AM, March 14, 2019

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PART ONE

INTRODUCTION AND GENERAL INFORMATION

1. INTRODUCTION

This document constitutes a request for competitive proposals from qualified individuals or firms to provide hardware and/or software and/or related services in accordance with the terms and conditions set forth herein.

2. ORGANIZATION

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

- 2.1. Part One- Introduction and General Information
- 2.2. Part Two - Specifications
- 2.3. Part Three - General Requirements, Terms and Conditions
- 2.4. Part Four - Proposal Submission Information
- 2.5. Part Five - Cost Proposal / Signature Page

3. DEFINITIONS

For the purpose of this RFP the entity submitting the proposal will be referred to as Vendor or Contractor and Sauk County will be referred to as County.

4. CORRESPONDANCE WITH SAUK COUNTY

Any request for additional information regarding this Request for Proposal must be directed to the point of contact. Vendors should not contact any other County employee or official. Questions regarding specifications should be submitted in writing by email.

5. BACKGROUND INFORMATION

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. Sauk County encompasses 840 square miles including 22 towns, 13 villages, and 2 cities. The County has an estimated population of 63,642. County operations include a skilled nursing facility, a health and human services functions, a law enforcement agency, a state circuit court system, a highway department, a tax administration and collection effort, and other local government related functions.

5.1. COUNTY BOARD DATA

The Sauk County Board serves approximately 63,000 people living within Sauk County. The Board is comprised of 31 county supervisors from 31 districts throughout Sauk County, WI.

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6. PROJECT DESCRIPTION

The purpose of the project is to replace the existing county board voting system with a suitable replacement, based upon the specifications set forth in Section II of this document.

7. SCOPE OF SERVICES

The project scope shall include the delivery, installation, configuration, testing and training for the new system, with related system documentation.

7.1. SYSTEM INSTALLATION AND CONFIGURATION

The successful vendor will be required to perform all installation tasks, including any necessary wiring and cabling, excluding the wiring for any required power connections.

Below is a list of typical tasks which will be required:

- Installation of system hardware.
- Configuration of hardware to meet system specifications
- Installation of system wiring components
- Connection to existing wall display(s)
- Connection to existing audio system
- Configuration of user interfaces

The above list is not intended to be all inclusive. It is the vendor's responsibility to identify all of the tasks necessary to produce a fully implemented system. It is expected that installation will begin no later than April 1, 2019 with full implementation of system to be completed by June 1, 2019, unless otherwise specified in the vendor's proposal.

7.2. TRAINING

The successful vendor will be required to provide user training for county staff and board members.

8. MINIMUM QUALIFICATIONS

Responsive vendors must have a minimum of five (5) years of experience as a primary vendor or integrator providing the services requested in this RFP for projects of similar scope and size and be able to provide a proven product currently in use by other agencies of similar scope and size.

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PART TWO

SPECIFICATIONS

1. MINIMUM REQUIREMENTS

Any qualified system must be able to facilitate parliamentary style voting via an electronic system. Microphone and camera control are optional (see Section 2 below).

- 1.1. System must be a commercial off the shelf (COTS) system providing the following operational capabilities:
 - Yes / No / Abstain voting
 - Time limited (count down) voting
 - Dynamic voting
 - Recording and archiving of votes
 - Delegate registration / attendance
 - Wall display output capabilities
- 1.2. System must provide 33 voting stations for 31 supervisor positions plus the Board Chair and Vice-chair
- 1.3. System must have the ability to allow for multiple control stations for chair, clerk and vice-chair
- 1.4. System must provide for the public display of the request to speak queue
- 1.5. System must be capable of interfacing with existing audio system and provide discreet audio outputs for each microphone, or independent level controls.
- 1.6. System must provide outputs for multiple displays

2. OPTIONAL FEATURES

In addition to the minimum requirements specified above, the following system attributes and capabilities are desirable for the replacement system:

- 2.1. Request to Speak / Microphone control: If the system supports microphone control it must provide the following operational capabilities:
 - Request to speak mode with chairman control
 - Request queue, organized in request order
 - Recognized speaker queue, tracking who has spoken
 - One speaker at a time mode
 - Time limited speaker mode
 - Simultaneous speaker (free to speak) mode, limited to a specified number of microphones

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- Chairman override of speaking order and modes

2.2. Video Support / Control: If the system supports video camera control, it must provide the following operational capabilities:

- Video capture and camera on/off control from Clerk's control station
- Video output must be compatible with Granicus system video stream encoder
- Real-time web / video output of voting results
- Video capture and display of current speaker based on microphone selected

2.3. Other options: the following options are considered desirable by Sauk County:

- Delegate election capabilities
- Automatic speaker recognition – request to speak w/o facilitator control
- Documents interface with the Granicus meeting management application.
- iPad delegate interface / application
- Remote voting / participation capabilities
- Closed captioning for video
- Capability to display selected speaker (live video or image) on wall display

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PART THREE

GENERAL REQUIREMENTS / STANDARD TERMS AND CONDITIONS

1. SPECIFICATIONS

The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, model 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 which may result in rejection of their proposal.

2. DELIVERY

Deliveries shall be F.O.B. destination unless otherwise specified.

3. METHOD OF AWARD

Award shall be made to the lowest responsible, responsive vendor unless otherwise specified. Sauk County reserves the right to award based upon the evaluation of the proposals, which the County deems to be in its best interest.

4. PAYMENT TERMS AND INVOICING:

Sauk County will pay properly submitted vendor invoices within thirty (45) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

5. TAXES:

Sauk County and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax as described below which is excepted by State Statutes.

Sauk County, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel, and general aviation fuel. However, it 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. Contractors performing construction activities are required to pay state use tax on the cost of materials.

6. 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 the administrative costs.

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7. ENTIRE AGREEMENT:

These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, 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 contracting authority.

Any terms or conditions that the vendor wishes to propose in a final contract must be included in the proposal, or they may not be considered upon final award. Any final contract must be acceptable to the County for legal sufficiency and compliance with the terms and conditions of the RFP.

8. APPLICABLE LAW:

The Sauk County Circuit Court shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin.

It is understood that requirements of s. 59.52 Wisconsin Statutes do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.

9. ARBITRATION/APEALS PROCESS:

Notice of intent to protest and protests of any award made must be made in writing and filed with Sauk County MIS Department, 510 Broadway, Rm C103, Baraboo, Wisconsin 53913, within five (5) calendar days after discussion and recommendation of award. The provisions of Chapter 68 of the Wisconsin Statutes shall apply.

Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Chapter 788 of the Wisconsin Statutes.

Sauk County reserves the right to have claims, disputes, or other matters in question decided by litigation. If Sauk County waives its right to litigation, then the arbitration provisions, as stated above, shall apply.

10. SAFETY REQUIREMENTS

All materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

11. LICENSOR'S REPRESENTATIONS AND WARRANTIES

The representations and warranties enumerated below in no way limit any implied or express warranties.

11.1 SOFTWARE

11.1.1 – each item of Software media shall be new and shall be free from defects in manufacture, materials, and design, and each item of Software shall operate in conformance with

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the Acceptance Criteria for a period of one (1) year from the applicable Acceptance date of such Software ("Initial Warranty Period") and thereafter so long as Client has paid the applicable Support Services fees;

11.1.2 - no portion of the Software contains, at the time of delivery, any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," or other computer software routines or hardware components designed to (i) permit access or use of either the Software or Client's computer systems by Licensor or a third party not authorized by this Agreement, or (ii) disable, damage or erase the Software or Client's software, hardware or data;

11.1.3 - the Software and the design thereof shall not contain disabling code or similar preprogrammed preventative routines which prevent Client from exercising the rights granted to them under this Agreement or from utilizing the Software for the purpose for which it was designed;

11.1.4 - Licensor is the lawful owner of the Software, or, to the extent Licensor is not the lawful owner of the Software, it has all rights necessary for it to license the Software to Client pursuant to the terms of this Agreement;

11.1.5 - the Software does not and shall not infringe any copyright, trademark, patent or other proprietary right of a third party or misappropriate any trade secret of a third party;

11.1.6 - neither the execution of this Agreement nor its performance will directly or indirectly violate or interfere with the terms of another agreement to which Licensor is a party, nor will Licensor enter into any agreement the execution or performance of which would violate or interfere with this Agreement;

11.1.7 - Licensor is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary provision, and is not aware of any claim for the filing of an involuntary petition;

11.1.8 - the Software shall comply with all applicable laws and regulations where such non-compliance would have an adverse material impact upon Client or its use of thereof;

11.1.9 - the Software will correctly process date data for dates before and after January 1, 2000, including but not limited to leap-year recognition;

11.1.10 - Services will conform to the requirements set forth in this Agreement and any applicable SOW and will be performed in a professional and workmanlike manner by adequately trained and experienced personnel;

11.1.11 - Licensor shall comply with Client's safety and security guidelines and the requirements of all applicable laws, ordinances, and regulations of the United States or any state, country, or other governmental entity in the performance of Services;

11.1.12 - any hardware configuration recommended by Licensor will be sized accordingly to enable Client's intended use of the Software and will be compatible with the Software;

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11.1.13 - unless expressly set forth in writing in an SOW, the Software shall not contain any open source software and shall not be an alpha or beta version; and

11.1.14 – Licensor makes the following general representations and warranties: (i) this Agreement has been validly executed and delivered by Licensor and that this Agreement constitutes the legal, valid and binding obligation of Licensor enforceable against Licensor in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, to the discretion of the court before which proceedings to obtain those remedies may be pending; (ii) Licensor has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite corporate action on the part of Licensor; and (iii) there are no pending or threatened lawsuits, actions or any other legal or administrative proceedings against Licensor which, if adversely determined against Licensor, would have a material adverse affect on Licensor's ability to perform its obligations under this Agreement.

11.2 - [HARDWARE](#)

Unless otherwise specifically stated by the Contractor, equipment purchased as a result of this request shall be warranted against defects by the Contractor for ninety (90) days from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.

[12. CANCELLATION](#)

Sauk County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the vendor to comply with the terms, conditions, and specifications of this contract.

[13. 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. Contractor shall cooperate with Sauk County in the fulfillment of open record requests in accordance with Sauk County Ordinance and Wisconsin Public Record Law.

Proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

[14. DISCLOSURE](#)

If a public official, a member of the public official's immediate family, or any organization in which a public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than one thousand dollars (\$1,000.00) within a twelve (12) month period, this contract is voidable by the County unless appropriate disclosure is made according to s. 36.08(5) of Sauk County Code of Ordinances, before signing the contract.

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15. MATERIAL SAFETY DATA SHEETS

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

16. CONFIDENTIALITY NON-DISCLOSURE AGREEMENTS

All information disclosed by the County to the Vendor or the Vendors subcontractors for the purpose of work to be done, or information that comes to the attention of the Vendor or the Vendors subcontractors in the performance of such work, is to be kept strictly confidential. A Non-Disclosure Agreement and/or Service Provider Agreement will be required of the Vendor prior to beginning work.

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PART FOUR

PROPOSAL SUBMISSION AND EVALUATION

1. REQUIREMENTS OF CONTRACTOR

A qualified vendor must be able to provide and install the required equipment; and, provide ongoing service, support and maintenance for the proposed system.

2. PROPOSAL CONTENT

To be considered responsive to this RFP, at a minimum, each proposal must provide all of the items listed below and a signed cost proposal worksheet from Part Five. Submission shall consist of an original, plus five hard copies of the proposal and two electronic copies on separate USB drives. Hard copies should be indexed with all pages numbered, excluding exhibits and supplemental information, which may be added as attachments. Do not email copies of the proposal, or information related to the proposal, prior to the submission date without prior request from the County

- 2.1. Each vendor shall provide a brief company profile including: how long the firm has been in business, number of employees, number of technicians available to provide service, average response time for service, the location from which technicians will be dispatched and the name, address, telephone, fax and contact information for the firm and a list of any Wisconsin Governments utilizing the proposed solution.
- 2.2. If services will be provided by a third party vendor, include a brief history of the third party company including: how long the firm has been in business, number of employees, number of technicians available to provide services, location from which service technicians will be dispatched, average response time for service calls and the name, address, telephone, fax and contact information for the firm.
- 2.3. Each vendor shall supply a list of three customer references for which similar systems have been installed.
- 2.4. Each vendor shall disclose any licensing required for the proposed system, including such for any third-party software included in the proposal and examples of any required license agreements.
- 2.5. Each vendor shall supply a description of the support services provided under the system maintenance agreement including examples of services that not covered under the agreement. If third-party software is included in the proposal, include a description of any support services provided for such under the proposed maintenance agreement.
- 2.6. Each vendor shall provide a written implementation plan to include a timeline for each participant in the implementation and transition, from the date of delivery, and a detailed description of services provided for the installation, configuration, data migration and maintenance of the system.
- 2.7. Each vendor shall provide a detailed training plan to include a training outline, hours of training provided, method(s) used, and examples of material presented.

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- 2.8. Proposals must be received by the required response date and time at the address specified on the front of this document. Proposals received after this date and time may be rejected by the County.

3. EVALUATION PROCESS

An Evaluation Committee designated by the County will evaluate all proposals. Any proposal that is deemed to be non-qualified or non-responsive to the specifications may be disqualified, at the discretion of the County. As part of the evaluation process, the County may request additional information, either verbally or in writing from the Vendor

3.1. EVALUATION CRITERIA

After determining that a proposal satisfies the mandatory requirements stated in this Request for Proposal, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made, by submitter, by using subjective judgment. The award of a contract resulting from this Request for Proposal shall be based on the proposal Sauk County deems to be the best proposal received in accordance with the evaluation criteria stated below:

3.1.1 -	Cost	15%
3.1.2 -	System Compliance with Specifications	50%
3.1.3 -	Continuing Vendor Support	20%
3.1.4 -	Vendor Reputation and Past Performance	15%

Sauk County reserves the right to negotiate the terms and conditions, including the price of any 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.

3.2. INTERVIEWS AND DEMONSTRATIONS

As part of the evaluation process, the County may conduct interviews or request demonstrations with the Vendors that provide the top ranked proposals. Demonstrations are to be held at the County's facilities and provided at the Vendor's expense.

3.3. SITE VISITS

As a part of the evaluation process, the County may wish to conduct a site visit(s) at the Vendor's or a customer's facility.

4. AWARD

Sauk County will award to the Contractor who submits a proposal that is determined to be most advantageous to the County. In determining the most advantageous proposal, Sauk County reserves the right to consider criteria such as, but not limited to, quality of workmanship, design features, compatibility with existing technology, standardization, past experience, delivery

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schedule, installation schedule, vendors past performance with the County and/or service reputation and service capability. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

5. RIGHT TO REJECT

- 5.1. This request does not commit the County to award any contract nor pay any costs incurred in the submission of a proposal.
- 5.2. **THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, FOR ANY REASON, AT ITS SOLE DISCRETION.**

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PART FIVE

COST PROPOSAL / SIGNATURE PAGE

The submission of a proposal shall be considered as a representation that the proposer has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable Federal, State and Local regulations that affect, or may at some future date affect the performance of the contract.

The proper submission of this form by the proposer will be considered as the proposer's offer to enter into a contract in accordance with the provisions herein set forth.

If your proposal is accepted and a contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the Contractor's price proposals and any other written offers/clarifications made by the Contractor and accepted by the County, will be incorporated into the entire contract between the County and the Contractor, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be deemed to exist or bind any of the parties hereto.

Acceptance will take place only upon award by the County, execution of this document by the proper County officials, and delivery of the fully-executed contract to the successful proposer. The contract may only be amended by written agreement by the Contractor and Sauk County.

The Contractor shall, as part of this purchase contract, agree that Sauk County shall not be subject to any price increases from the time the contract is accepted by Sauk County until project completion. Sauk County shall be able to acquire the equipment and services at the new price in the event of price reductions during this same period.

The following equipment and services will be provided to the County at the prices stated in the table below.

TABLE 1 COST PROPOSAL

DESCRIPTION	COST
1. Voting System	
2. Installation	
3. Training	
4. Spare delegate station	
5. Other costs (provide itemized list)	
Total cost for system (Add 1-7 above)	
6. Annual maintenance for first 5 years *	

*Initial annual maintenance period shall not begin until system implementation has been finalized and accepted by Sauk County. Maintenance amount is to be presented as an annual fee locked in for five years.

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

All prices quoted in Table 1 Cost Proposal shall be good for 180 days from the date signed.

For the Vendor:

_____ AUTHORIZED SIGNATURE	_____ Date
_____ PRINTED NAME	_____ Title
_____ COMPANY NAME	

For the County:

_____ AUTHORIZED SIGNATURE	_____ Date
_____ PRINTED NAME	_____ Title

