

Dane County Contract Cover Sheet

Revised 04/2021

RES 047
Significant

Dept./Division	County Board of Supervisors		
Vendor Name	Marco Holdings LLC.	MUNIS #	29178
Brief Contract Title/Description	Audio Visual Upgrades at the City County Building		
Contract Term	June 1, 2021 - December 31, 2021		
Contract Amount	\$ 371,690.33		

Contract # Admin will assign	14359
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Karin Peterson-Thurlow	Name	Fred Kunkel
Phone #	608-266-4533	Phone #	608-834-4701
Email	peterson.karin@countyofdane.com	Email	fred.kunkel@marconet.com
Purchasing Officer	Megan Rogan	Send completed contract to vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 121027
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 1832	Org: COBRDCAP	Obj: 58015	Proj:	\$ 191,456.03
	Year 2021	Org: COBRDCAP	Obj: 58016	Proj:	\$ 180,234.30
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 047
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2021

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Marcia Mackenzie - Removed Environmental Liability	<input type="checkbox"/> Non-standard Contract

APPROVAL – Department	
Dept. Head / Authorized Designee	Thurlow, Karin Peterson Digitally signed by Thurlow, Karin Peterson Date: 2021.05.27 17:05:55 -05'00'

APPROVAL – Major Contracts Exceeding \$100,000 – DCO Section 25.11(3)		
Director of Administration	Corporation Counsel	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 5/28/21 Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, June 1, 2021 8:18 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14359
Attachments: 14359.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/1/2021 9:33 AM	Approve: 6/1/2021 9:33 AM
	Rogan, Megan	Read: 6/1/2021 8:28 AM	Approve: 6/1/2021 8:28 AM
	Gault, David	Read: 6/1/2021 8:29 AM	Approve: 6/1/2021 8:32 AM
	Lowndes, Daniel	Read: 6/1/2021 8:24 AM	Approve: 6/1/2021 8:26 AM
	Stavn, Stephanie		
	Oby, Joe		

Contract #14359

Department: County Board

Vendor: Marco Holdings LLC

Contract Description: Audio Visual Upgrades at the City-County Building-Rms 201, 321, 351, 351 & 357 (Res 047)

Contract Term: 6/1/21 – 12/31/21

Contract Amount: \$371,690.33

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Thanks much,
Michelle

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1 **2021 RES-047**

2 **AWARD OF CONTRACT FOR AUDIOVISUAL UPGRADES TO ROOM 201 AND THE THIRD**
3 **FLOOR CONFERENCE ROOMS IN THE CITY-COUNTY BUILDING**

4
5 The Dane County Purchasing Department reports the receipt of proposals for the Audio Visual
6 Upgrades in rooms 201, 354, 357, 351, and 321 of the City-County Building, 210 Martin Luther
7 King Jr Blvd, Madison, WI, Request for Proposal No. 121027.

8
9 Completed proposals are on file with the Dane County Controller's Office. The highest scoring
10 applicant is:

11 Marco Technologies, LLC
12 8000 Excelsior Dr., Suite 300
13 Madison, WI 53717

14
15 Total: \$371,690.33

16
17 Dane County Purchasing staff finds the amount to be reasonable and recommends the Contract
18 be awarded to Marco Technologies, LLC.

19
20 The term of the borrowing used to support this project will be 10 years.

21
22 There are sufficient funds to complete the upgrades in room 201. Dane County will fund half of
23 the costs to upgrade the equipment in room 201 and the City of Madison will fund half of the
24 costs to upgrade the equipment in room 201.

25
26 The 2021 County Board Office Capital budget included \$160,000 for upgrading the third floor
27 conference rooms. The estimated costs to upgrade the audiovisual equipment in rooms 354,
28 357, 351, and 321 is \$180,234.30, in addition to already incurred expenditures for the
29 engineering work to assess needs and manage the project. This resolution contains
30 adjustments to the 2021 Capital budget to provide adequate funding for the full project costs.

31
32 **NOW, THEREFORE BE IT RESOLVED**, that a contract be awarded to Marco Technologies,
33 LLC. In the amount of \$371,690.33; and

34
35 **BE IT FURTHER RESOLVED**, that \$40,000 be transferred from account COBRDCAP 58875
36 "Furniture Equipment Space Remodel" to account COBRDCAP 58016 "AV Replace 3rd Floor
37 Mtg. Rms."; and

38
39 **BE IT FURTHER RESOLVED**, that the County Executive and the County Clerk be authorized to
40 sign the Contract; and

41
42 **BE IT FINALLY RESOLVED**, that the Dane County Board Office be directed to ensure
43 complete performance of the Contract.

DANE COUNTY CONTRACT # 14359

Revised 01/2019



of Pages Including Schedules: 12
Expiration Date: 12/31/2021
Authority: Res. # 2021 RES-047
Department: County Board
Maximum Cost: \$371,690.33
Registered Agent: CT Corporation System,
Inc.
100 S 5th Street, Suite
Registered Agent Address: 1075, Minneapolis, MN
55402

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Marco Technologies (hereafter, "PROVIDER"),

W I T N E S S E T H :

WHEREAS COUNTY, whose address is 210 Martin Luther King, Jr. Blvd. Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing upgrades to the Audio Visual at the City County Building..

WHEREAS PROVIDER, whose address is 8000 Excelsior Dr., Madison, WI 53717, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. Violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 2. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
 3. Failure of PROVIDER to comply with reporting requirements contained herein.
 4. Inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above with a copy to Marco Technologies, LLC, Attn: General Counsel, 2305 Kelbe Drive, Little Chute, WI 54140 and contractservices@marconet.com. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

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

Commercial/Business Automobile Liability.

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

Workers' Compensation.

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

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy.

There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate 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 against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane


County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing.”


XIII. MISCELLANEOUS:

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:



 Kevin Schmidt, Regional Director

5/27/21

Date Signed



Date Signed

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

- I. The provider shall provide the following services:
 1. Upgrade the AV systems in rooms 201, 321, 351, 354, and 357 of the City County Building per the itemized bill of materials and line drawings attached hereto (Schedule D) and incorporated herein for reference.
- II. In accomplishing the objectives of I., the PROVIDER is to adhere to the concepts of the itemized bill of materials and line drawings.
- III. COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER's obligations hereunder.
- IV. COUNTY shall provide a secure area to house all installation materials and equipment for PROVIDER.
- V. Both the PROVIDER and COUNTY shall assign a point of contact who will be available for consultation, meetings, and timely reviews and approval of all documentation. (e.g. technical reports, drawings, contracts, etc.). The PROVIDER shall provide the following team for installation, programming and support services during and/or after implementation:
 - a. Technology Advisor – Single point of contact
 - b. Project Manager – Single point of contact to Schedule meetings, create timelines, manage implementation services, etc.
 - c. Installer/Programmer - To provide equipment installation, software programming, and training
 - d. Client Care Representative – To provide basic phone support, route service calls to support desk, remote technical support, or dispatch of technician for on-site repair.
 - e. Service Technician – To provide on-site service and preventative maintenance.
- VI. PROVIDER agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. PROVIDER agrees that, at all times, the employees of PROVIDER furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- VII. PROVIDER shall be responsible for the acts of its employees and agents while on COUNTY'S premises. Accordingly, PROVIDER agrees to take all necessary and reasonable measures to prevent injury and loss to persons or property located on COUNTY's premises.
- VIII. PROVIDER shall be responsible for all damages to persons or property caused by PROVIDER or any of its agents or employees. PROVIDER shall promptly repair or cause to repair, to mutually agreed

specifications, any damage that it, or its employees or agents, may cause to County's premises or equipment.

- IX. The assigned Project Manager will contact the COUNTY within 48 hours of a signed contract to schedule a kick-off meeting to discuss the scope and schedule of the project.
- X. All materials and equipment shall be new and unused. Unless specifically approved by the COUNTY, all materials and equipment in the system shall be the standard design or model ordinarily supplied as a product item by manufacturers regularly engaged in the product of such equipment. They shall be the manufacturer's latest standard designs current at the time of delivery, modified only to the extent necessary to comply with the requirements of the specifications.
- XI. The trained field engineer(s) shall execute the installation of new equipment. If applicable, they will remove existing devices. The field engineer(s) will configure the system as quickly and efficiently as possible to meet the project's timeline.
 - a. Project Timeline:
 - 1. Electrical Work – Rooms 201-,354,357, 351, 321: 1-2 weeks onsite installation
 - 2. Room 201: 1-2 weeks onsite installation and 1-1.5 weeks(s) in-house programming and drafting. Room 201 is a priority and installation, programming, and training for this room must be completed before the 3rd floor rooms.
 - 3. Room(s) 354, 357, & 351: 1-2 weeks onsite installation and 1 week in-house programming and drafting.
 - 4. Room 321: 1-2 days onsite installation and 1 day in-house programming and drafting
 - b. Total installation time will be dependent on number of technicians onsite and assumes working hours of 8am-5pm. The estimated overall project time line shall be 2-3 months.
- XII. PROVIDER shall provide system custom programming, testing, tuning and up to 6 hours of training, with the availability to provide additional training upon request.
 - 1. Rooms 354, 357, and 351 will be combined into one training session. The onsite engineer will walk through common use of room and control panel interface.
 - 2. Room 201 will be one training session for all users of the equipment, as well as a train the trainer session. The onsite engineer will walkthrough common use of the room and control panel interface.
 - 3. Training for room 321 will be available upon request.
 - 4. PROVIDER shall provide written, step-by-step instructions for use of all equipment.

- XIII. Project Completion:**
- a. The Project Manager shall send a notification that the project has been completed. A post-project meeting may be requested by the COUNTY.**
- XIV. The system shall be finally accepted by the COUNTY after the installation of equipment, training of COUNTY personnel, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, system availability examination, training, and system documentation. COUNTY shall be the sole determiner of whether all criteria for final acceptance criteria have been met.**

SCHEDULE B
Pricing Structure and Payment

If PROVIDER is timely with respect to all its obligations under this AGREEMENT, the COUNTY shall make payment due within 30 days of the date of completion of PROVIDER's obligations and final acceptance by the COUNTY or of billing, as appropriate.

1. PROVIDER may bill 10% or \$37,169 for upfront costs upon receipt of the signed contract from the COUNTY.
2. PROVIDER may bill \$254,418.33 (cost of the equipment minus the 10% down payment) upon receipt of equipment.
3. PROVIDER may bill \$80,103 for all labor costs upon final acceptance by COUNTY of all obligations under this agreement.
4. In no event shall the PROVIDER be paid more than the sum of \$371,690.33 for its obligations under Schedule A of this agreement.

SCHEDULE C
Reports

No reports are required as part of this agreement.