

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

*Significant*

<b>DEPARTMENT</b> Alliant Energy Center, Zoo and Job Center	<b>CONTRACT/ADDENDUM #:</b> 12030																		
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">Contract</td> <td style="width:50%; text-align: center;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>POS <input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lessee <input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lessor <input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Intergovernmental <input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Purchase of Property <input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Property Sale <input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other: <input type="checkbox"/></td> </tr> </table>	Contract	Addendum	↓	If Addendum, please include original contract number	<input checked="" type="checkbox"/>	POS <input type="checkbox"/>	<input type="checkbox"/>	Co Lessee <input type="checkbox"/>	<input type="checkbox"/>	Co Lessor <input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental <input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property <input type="checkbox"/>	<input type="checkbox"/>	Property Sale <input type="checkbox"/>	<input type="checkbox"/>	Other: <input type="checkbox"/>
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<input type="checkbox"/>	Property Sale <input type="checkbox"/>																		
<input type="checkbox"/>	Other: <input type="checkbox"/>																		
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																			
3. Term of Contract or Addendum: From: 09/01/2014 To: 08/31/2017																			
4. Amount of Contract or Addendum <del>\$400,000</del> 1,000,000																			
5. Purpose: This agreement provides security guard services after hours during the week, weekends and holidays for the AEC and the Zoo and during the day for the Job Center.																			
6. Vendor or Funding Source:																			
7. MUNIS Vendor Code: 3753																			
8. Bid/RFP Number: 114070																			
9. If grant: Funds Positions? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																			
10. Are funds included in the budget? <input type="checkbox"/> YES <input type="checkbox"/> NO																			
11. Account No. & Amount, Org. & Obj. <u>AEC All Cost Centers</u> Amount \$ <u>135,000</u> Account No. & Amount, Org. & Obj. <u>EADMIN PMSSAA</u> Amount \$ <u>115,000</u> Account No. & Amount, Org. & Obj. <u>ZOO 32323</u> Amount \$ <u>150,000</u>																			
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																			
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																			
14. Director's Approval																			

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>Mg</u> Received	_____	<u>7-8-14</u>	_____
<u>wa</u> Controller	_____	_____	<u>7-29-14</u>
<u>JP</u> Corporation Counsel	_____	<u>7-8-14</u>	<u>7/8/14</u>
<u>J</u> Risk Management	_____	<u>7/8/14</u>	<u>7/10/14</u>
<u>J</u> ADA Coordinator	_____	<u>7/8/14</u>	<u>7/10/14</u>
<u>RP</u> Purchasing Agent	_____	<u>7/10/14</u>	<u>7/10/14</u>
_____ County Executive	_____	_____	_____

### VENDOR

<b>Vendor Name &amp; Address</b> JBM Patrol and Protection 3110 Kingsley Drive Madison, WI 53713
<b>Contact Person</b> Jim Mankowski
<b>Phone No.</b> 608/222-5156
<b>E-mail Address</b> jbm@jbmpatrol.com

### Footnotes:

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Rob Penfield</u> Dept.: <u>Purchasing Division c/o Agencies above</u>
Phone: <u>267-3523</u> Mail Address: <u>210 Martin Luther king Jr. Blvd, Room 425</u>
E-mail: <u>penfield.robert@countyofdane.com</u> <u>Madison, WI 53703</u>

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Print Name: \_\_\_\_\_


**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: 7/29/14 Signature: 

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: 7/5/14 Signature: 

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: 16

Agreement No. 12030

Expiration Date: September 1, 2017

Authority: 2014 RES-212.

Department: Zoo, AEC, Job Center

Maximum Cost: \$1,000,000

Registered Agent: \_\_\_\_\_

Address: \_\_\_\_\_

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and JBM Patrol and Protection Corporation thereafter, "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 Security Guard coverage for the Henry Vilas Zoo, the Dane County Job Center and the Alliant Energy Center.

**WHEREAS** PROVIDER, whose address is 3110 Kingsley Way, Madison, WI 53713 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 contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for three (3) years from that date. Anticipated start date: September 1, 2014. The term may be renewed at the County's option for two (2) additional terms of one (1) year.
- 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.
  - C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be

deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with 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 set-off.

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.

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. 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 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.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

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 further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on 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. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  - 1. When the Maximum Cost of the Agreement is less than \$5,000;
  - 2. When the provider is a school district, a municipality, or other unit of government;
  - 3. When the County is purchasing residential services at an established per bed rate;
  - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  - 5. When an individual receives compensation for providing services to a family member;
  - 6. When employees are student interns;
  - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
  - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.



XIV. 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 sec. 25.015(11)(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."

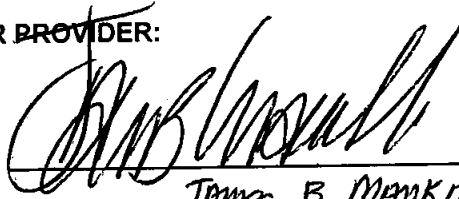
XV. MISCELLANEOUS.

- 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:

Date Signed: 07-03-14



James B. MANKOWSKI, President

Date Signed: \_\_\_\_\_

\_\_\_\_\_

\*\*\*

FOR COUNTY:

Date Signed: \_\_\_\_\_

JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_

SCOTT MCDONELL, County Clerk

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

rev. 04/13

## SCHEDULE "A"

### Scope of services:

- I. Pursuant paragraph #1 of the attached AGREEMENT, the PROVIDER shall provide the following services:
  1. All work listed shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies
  2. The provider shall provide an adequate number of competent, properly trained personnel with sufficient supervision to provide the required services at all times. The provider shall provide all personnel with a complete set of specifications and schedules to ensure all required services are completed.
  3. Facilities Managers must be able to reach a security supervisor at all times during which security services are provided. Provider base of fice must be available 24 hours 7 days a week.
  4. Provider shall complete personal background checks at least annually on all employees assigned to County Facilities and disclose the results of the personal background check to County management.
  5. Dane County shall have the right to request Provider to remove employees from assignment from any County facility.
  6. The County reserves the right to adjust the required hours under this contract. The hours may be increased or decreased or changed.
  7. The work schedule and days of required coverage may be varied by the Facilities Managers by notifying the Provider.
  8. Provider shall supply their security personnel with an appropriate two-way radio or cell phone to be used for routine reporting in with the Provider.
  9. Provider shall furnish their security personnel with provider's official uniform and all appropriate gear consistent with the industry practice.
  10. Security personnel shall wear the official uniform a photo ID while on duty.
  11. Security personnel performing services under this agreement shall be uniformed as required and shall be unarmed

II. Site specific requirements.

Facility Location	Facility Manager	Telephone No.
Alliant Energy Center 1919 Alliant Energy Center Way Madison WI 53713	Brock McHenry	608-267-3976

The Provider shall provide the equivalent of one guard to this facility.

The Provider shall provide security guard coverage all year as follows:

Midnight - 8:00 a.m. Monday - Sunday,  
4:00 p.m. - Midnight Monday - Sunday,  
8:00 a.m. - 4:00 p.m. Saturday and Sunday,  
Schedule includes all holidays.

**1. Special Instructions**

- a) Security personnel shall follow all safety and other specific instructions furnished by the Facility Manager.
- b) The Facility Manager may from time to time changes or alter specific instructions or duties of security personnel by notifying the Provider.
- c) Facility Manager may review training records of guards assigned, and, if training is not adequate, they may request another guard.
- d) Security personnel must be sensitive to dealing with difficult clients in a manner that does not required the use of unnecessary force.
- e) Check at the start of each shift with Facility Manager for information relevant to events/shows taking place. Pick up written material provided in a folder marked for security or any other any special instructions.

**2. Communication & Reporting**

- a) All communications from security personnel shall go directly to the Provider's base office, which shall relay any requests for assistance to the Facility Manager or the proper law enforcement authorities should the situation so warrant.
- b) Security personnel on duty must be immediately reachable by cell phone at all times.
- c) The Provider shall keep a log of all calls from the security personnel stating the time of day, date and nature of call and response. The log shall be available for inspection and copies furnished upon request of the Facility Manager.

**3. Security Personnel shall perform the following functions:**

- a) Maintain surveillance of all buildings and grounds.
- b) Patrol all buildings on foot and patrol the perimeter of the facility on vehicle furnished by the provider.
- c) Secure all building access doors and out-building overhead doors.
- d) Perform all required tours
- e) Use an electronic watchman clock furnished by the facility to verify required tours. Tours are to be completed 4 times per 8-hour shift in proper order. There are presently 29 stations. If for any reason a station is missed, an explanation shall be written stating why missed.
- f) Check continually for safety and fire hazards in the buildings and on the grounds and report such hazards to the appropriate authority immediately.
- g) Observe the warning lights on heating and cooling equipment. In the event of a problem with equipment contact the Facility Manager
- h) Contact Facility Manager in the event of vandalism, alarms, or any unusual occurrence.
- i) Keys and other equipment shall be kept in the security office as instructed by the Facility Manager.
- j) Security personnel shall always be courteous.

- k) The security personnel on duty must check in with the Provider each hour. The Provider will maintain these calls on a log
- l) Maintain a log of all incidents which occur at the work site, and submit an incident report to the Facility Manager as required.
- m) Contact the proper law enforcement authorities should the situation so warrant.
- n) Unauthorized people found on the premises shall be asked to leave and if they fail to do so, the security personnel shall notify the supervisor who will notify the proper authorities.

**4. Security personnel shall not:**

- a) Smoke in buildings
- b) Consume alcoholic beverages on the job or prior to reporting for duty;
- c) Alter thermostats.
- d) Tamper with office supplies or equipment.
- e) Make use of any telephone, fax machine, computer, or other office equipment without expressed prior permission.
- f) Watch show performances or participate in trade shows in any manner while on duty. Be allowed in backstage area during events in Coliseum or other facility.

Location	Facility Manager	Telephone No.
Henry Vilas Zoo 702 South Randall Ave Madison WI 53715	Jeff Stafford	608/266-4732

The Provider shall provide the equivalent of one guard to this facility

The Provider shall provide security guard coverage all year as follows:

5:00 p.m. and 8:00 a.m. seven days a week and including all holidays.

Additional coverage from Noon until 5:00 PM is required on the following days:  
Thanksgiving Day, The Day After Thanksgiving, Christmas Eve, Christmas Day,  
New Year's Eve, New Year's Day and Martin Luther King Day

**1. Special Instructions**

- a) Security personnel shall follow all safety and other specific instructions furnished by the Facility Manager.
- b) The Zoo duty manager may from time to time changes or alter specific instructions or duties of security personnel by notifying the Provider.
- c) Zoo duty manager may review training records of guards assigned, and, if training is not adequate, they may request another guard.
- d) Security personnel must be sensitive to dealing with difficult clients in a manner that does not required the use of unnecessary force.
- e) Provider will provide a weekly schedule of personnel assigned to this post on Monday of each week. Zoo understands the personnel may change due to unforeseen circumstances.
- f) Security guards are to report to this work shift in ample time to make sure their equipment is working and receive any special instructions. The security headquarters is in the basement of the Administration Building
- g) Security officers must carry cell phone and radio linked to 24/7 dispatch center capable of receiving alarm notification from Zoo premise security system.
- h) In the event assigned security personnel do not arrive at the zoo on time, provider will immediately dispatch a patrol/substitute guard to report to the zoo until assigned officer arrives.

**2. Communication and Reporting:**

- a) All communications from security personnel shall go directly to the Provider's base office, which shall relay any requests for assistance to the appropriate emergency response service and Zoo duty manager.
- b) The Provider shall keep a log of all calls from the security personnel stating the time of day, date and nature of call and response. The log shall be available for inspection and copies furnished upon request of the zoo duty manager
- c) Security personnel on duty must be immediately reachable by cell phone at all times. Must have cell phone and radio at zoo.

**3. Security Personnel shall perform the following Functions:**

- a) Security personnel shall always be courteous.
- b) Clear visitors from grounds.
- c) Secure all building access doors and all perimeter gates
- d) Maintain surveillance of all buildings and grounds.
- e) Patrol all buildings and grounds on foot
- f) Keep lights off in buildings. Use only for emergencies.
- g) Perform all required tours
- h) Use Detex Security System furnished by facility to verify required tours. Detex tours are to be completed each hour per 8 -hour shift in the proper order. There are presently 30

stations. If for any reason a station is missed, an explanation shall be written stating why missed. Each tours must to be forty-five (45) minutes in length. Tours may be altered in severe weather (lightning, very cold temperatures, etc.)

- i) Visually observe animals on each tour and notify the proper authorities of any unusual behavior or death of an animal.
- j) Allow no one except authorized personnel on the Zoo grounds. Authorized personnel list to be furnished by Facility Manager
- k) Open employee parking lot at 7:00 a.m. and close lot at 5:15 p.m. daily.
- l) Guards are permitted to park their personal vehicle in the employee parking lot. Lights and radio must be turned off.
- m) Check continually for safety and fire hazards in the buildings and on the grounds and report such hazards to the appropriate authority immediately.
- n) Observe the warning lights on heating and cooling equipment. In the event of a problem with equipment contact the Facility Manager.
- o) Contact Facility Manager in the event of vandalism, alarms, or any unusual occurrence.
- p) Keys and other equipment shall be kept in the security office as instructed by the Facility Manager.
- q) Maintain a log of all incidents which occur at the work site, and submit an incident report to the Facility Manager as required.
- r) Security personnel on duty must check in with the Provider each hour. The Provider will include these calls on the log.
- s) Contact the proper law enforcement authorities should the situation so warrant.
- t) Unauthorized people found on the premises shall be asked to leave and if they fail to do so, security officer shall notify the zoo duty manager and proper authorities. Complete a written report at end of each duty shift.

**4. Security personnel shall not:**

- a) Smoke in buildings
- b) Consume alcoholic beverages on the job or prior to reporting for duty;
- c) Alter thermostats.
- d) Tamper with office supplies or equipment food or food supplies,
- e) Make use of any telephone, fax machine, computer, or other office equipment without expressed prior permission.
- f) Approach animal enclosures so as to surprise the animal or blind the animals by shining a flashlight directly into the animals' eyes.
- g) Have any physical contact with animals or access to animal exhibit spaces.
- h) Feed or harass the animals
- i) Go behind any guard rails or in Giraffe Public Viewing Area.
- j) Allow spouses, friends, etc., on grounds at any time without prior approval from the Facility Manager.

Location	Facility Manager	Telephone No.
<b>Job Center</b> <b>1819 Aberg Ave</b> <b>Madison, Wisconsin 53704</b>	<b>Laura Huttner</b>	<b>608 -242-6260</b>

The Provider shall provide the equivalent of one guard to this facility

The Provider shall provide security guard coverage all year as follows:

6:30 a.m. - 6:00 p.m. Monday - Thursday,  
6:30 a.m. - 5:00 p.m. Friday,  
Excludes all holidays: January 1, the 3rd Monday of January, Memorial Day,  
July 4th, Labor Day, Thanksgiving, December 24th, December 25th, December  
31st.

**1. Special Instructions:**

- a) Security personnel must be sensitive to dealing with difficult clients in a manner that does not required the use of unnecessary force.
- b) Security personnel shall follow all safety and other specific instructions furnished by the Facility Manager.
- c) The Facility Manager may from time to time changes or alter specific instructions or duties of security personnel by notifying the Provider.
- d) The Facility Manager may require security guards to participate in additional training as requested.. Security personnel will be paid at their regular rate of pay during any training required by Facility Manager. Security guard should be trained in Automatic Electronic Defibrillation (AED) use and the new Cardio pulmonary Resuscitation (CPR) which is hand only suppression.
- e) The Facility Manager may review training records of guards assigned, and, if training is not adequate, they may request another guard.

**2. Communication and Reporting:**

- a) All communications from security personnel shall go directly to the Provider's base office, which shall relay any requests for assistance to the Facility Manager.
- b) The Provider shall keep a log of all calls from the security personnel stating the time of day, date and nature of call and response. The log shall be available for inspection and copies furnished upon request of the Facility Manager.
- c) Security personnel on duty must be immediately reachable by cell phone at all times

**3. Security Personnel shall perform the following functions:**

- a) Security personnel shall always be courteous.
- b) Maintain surveillance of all buildings and grounds.
- c) Patrol all buildings on foot
- d) Perform all required routine tours in all buildings that are open to the public
- e) Observe public's behavior.
- f) Check and secure doors, open and lock doors as required.
- g) Assist in turning lights on and off as required.
- h) Routine monitoring of parking lot.
- i) Assist elderly and disabled clients and members of the general public within the facility and in the parking lot as required
- j) Check continually for safety and fire hazards in the buildings and on the grounds and report such hazards to the appropriate authority immediately.
- k) Observe the warning lights on heating and cooling equipment. In the event of a problem with equipment contact the Facility Manager
- l) Contact Facility Manager in the event of vandalism, alarms, or any unusual occurrence.
- m) Keys and other equipment shall be kept in the security office as instructed by the Facility Manager.
- n) Maintain a log of all incidents which occur at the work site, and submit an incident report to the Facility Manager as required.



- o) Contact the proper law enforcement authorities should the situation so warrant.
- p) Unauthorized people found on the premises shall be asked to leave and if they fail to do so, the security personnel shall notify the supervisor who will notify the proper authorities.

**4. Security personnel shall not:**

- a) Smoke in buildings nor within 30 feet of the main entrances.
- b) Consume alcoholic beverages on the job or prior to reporting for duty.
- c) Alter thermostats.
- d) Tamper with office supplies or equipment.
- e) Make use of any telephone, fax machine, computer, or other office equipment without expressed prior permission.

III. COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER'S obligations hereunder.

## SCHEDULE "B"

- I. PROVIDER shall be paid on the basis of work completed, when completed at the following rates:

For the price(s) listed below, our firm hereby offers to provide Security Guard Services at the locations listed above in accordance with the Specifications, Schedule and Terms and Conditions of RFP 114070 Security Guard Services:

Special attention should be given to the Living Wage Requirements

All work shall be billed at one rate, regardless of the number of overtime, holiday or other hours

**Hourly Rates:**

First Contract Term      \$ 14.75 / Hour - September 1, Year 2014 – August 31, 2015

Second Contract Term: \$ 15.33 / Hour - September 1, Year 2014 – August 31, 2015

Third Contract Term:    \$ 15.70 / Hour - September 1, Year 2014 – August 31, 2015

Fourth Contract term    \$ 16.10 / Hour - September 1, Year 2014 – August 31, 2015

Fifth Contract Term      \$ 16.50 / Hour - September 1, Year 2014 – August 31, 2015

Provider shall submit monthly invoices by the 10<sup>TH</sup> of the month following the month services were rendered at each location. All invoices shall be sent to the address specified by the designated agency representative. In no instance shall the provider invoice the County for more than is authorized by the County on the issued purchase order. The County's normal payment terms are net 30 days.

Provider shall send monthly invoices, sorted by department,

mailed to: Department:

Address:

Alliant Energy Center

1919 Alliant Energy Center Way  
Madison WI 53713

Henry Vilas Zoo

702 South Randall Ave  
Madison WI 53715

Job Center

1819 Aberg Ave  
Madison, Wisconsin 53704

- II. If PROVIDER is timely with respect to all its obligations under this AGREEMENT, the COUNTY shall make payments due within 30 days of the dates of completion of PROVIDER'S obligations or of billing, as appropriate. If PROVIDER fails to meet time limits, COUNTY'S payments will be delayed an additional 30 days.