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# Contract Cover Sheet

*Note: Shaded areas are for County Executive review.*

Department <b>AIRPORT</b>	Contract/Addendum #: <b>12846</b>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><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"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<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 date signed until expiration of post-warranty Maintenance Agreement																					
4. Amount of Contract or Addendum: \$453,894, including \$28,060 post warranty agreement																					
5. Purpose: Update and Upgrade emergency and informational communications system in Airport Terminal, and provide post-warranty Maintenance Agreement																					
6. Vendor or Funding Source: <b>Legacy Communications, LLC</b>																					
7. MUNIS Vendor Code: 14173																					
8. Bid/RFP Number: n/a Sole Source Bid Waiver approved																					
9. If grant: Funds Positions? <input 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>AIRTERM 57653</u> Amount \$ <u>453,894</u> Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year <u>PO req 1789 2016</u>																					
13. 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 <u>2016 RES-160</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval:																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>MA</u> Received	_____	<u>8-17-16</u>	_____	Legacy Communications, LLC Contact Person Paul Tikalsky, Owner W599 Veterans Avenue Sherwood, WI 54169 Phone No. _____ E-mail Address _____	
<u>AK</u> Controller	_____	_____	<u>8/24/16</u>		
<u>JH</u> Corporation Counsel	_____	<u>8-19-16</u>	<u>8-19-16</u>		
<u>JA</u> Risk Management	_____	<u>8/19/16</u>	<u>8/19/16</u>		
<u>CA</u> Purchasing	_____	<u>8/19/16</u>	<u>8/19/16</u>		
_____ County Executive	_____	_____	_____		

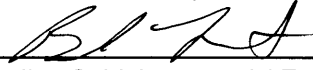
Footnotes:  
1.  
2.

Return to:	Name/Title: <u>Kim Jones, Deputy Airport Director</u> Phone: <u>608.246-3391</u> E-mail Address: <u>jones.kimberly@mswairport.com</u>	Dept.:	Dane County Regional Airport 4000 International Lane Madison, WI 53704
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**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 and which has not been changed since that review/development
- is a non-standard contract previously review 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: 8-16-16 Signed:   
 Telephone Number (608) 246-3390 Print Name: Bradley S. Livingston, AAE Airport Director

**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).

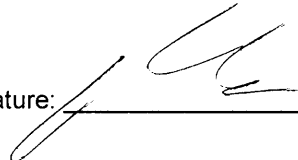
1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 8-16-16 Signature: 

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

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

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

Date: 8/18/16 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 by 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 exhibits: 21

Agreement No. 12846

Expiration Date: Expiration of Maintenance Agreement

Authority:     

Department: Dane County Regional Airport

Maximum Cost Term: \$453,894

Provider: Legacy Communications LLC

W599 Veterans Avenue

Sherwood, Wisconsin 54169

**THIS AGREEMENT**, made and entered into by and between the County of Dane (hereafter, "County"), a Wisconsin quasi-municipal corporation, and Legacy Communications LLC (hereafter, "Provider"), a company organized under the laws of the State of Wisconsin, shall be effective as of the date it is fully executed on behalf of each party.

**W I T N E S S E T H :**

**WHEREAS COUNTY**, whose address is c/o Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704, desires to enter an agreement with Provider for the purpose of updating and upgrading the emergency and informational communication system at the Dane County Regional Airport, known as the Innovative Electronic Designs ("IED") System (the "System"); and

**WHEREAS PROVIDER**, whose address is W599 Veterans Avenue, Sherwood, Wisconsin 54169, is able and willing to enter into such an agreement;

**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, County and Provider do agree as follows:

- I. TERM. The term of this Agreement shall commence upon its effective date and shall expire as of the date performance as authorized and required hereunder is complete.
  
- II. SYSTEM UPGRADE LABOR, MATERIALS, FUNTIONS, AND CAPABILITIES.
  - A. Pursuant to the terms of this Agreement, Provider shall provide to County the hardware and software listed in Exhibit A, attached hereto and fully incorporated herein in its entirety, under the captions Bill of Materials-Hardware and Bill of Materials-Software.

Provider is responsible for paying taxes, shipping, handling, and similar costs associated with procuring and providing materials and equipment under this Agreement. Provider shall provide to County the labor and services listed in Exhibit A under the caption Labor and Services.

- B. Upon completion of Provider's performance related to updating and upgrading the System under this Agreement, the System shall successfully perform the functions listed in Exhibit A under the caption Functional Capabilities, and shall be capable of supporting the functions listed in Exhibit A under the caption Supported by System.
- C. Provider shall provide and install transitional hardware to ensure that the System continues to function while work under this Agreement is being performed. The transitional hardware to be provided and installed shall include the following.

- Gateway computer Upgrade
- Audio Monitor test card
- PA-22 Interface Card
- Cobranet network card and 1 spare
- Spare CPU processors and 1 spare

Transitional hardware shall be provided to County at no cost through completion of performance under this Agreement. Notwithstanding the foregoing, in the event completion of performance hereunder is delayed due to acts or omissions of County, for each additional day of use of the transitional hardware resulting from delay in completion of work hereunder caused by County, County shall pay Provider \$33.58, or the prorated value of the hardware still in use. While the transitional hardware is in use as set forth above, County shall be responsible for the cost of maintenance of such hardware.

- D. Upon Provider's request and at no cost to Provider, the Airport shall provide a scissor lift for Provider's use when performing service and inspections requiring access to high ceiling areas in the Airport terminal. Provider shall coordinate with the Airport regarding the scheduling and availability of any lifts needed for its work. County shall provide patch cables, UPS systems, and AC power sources as needed for proper System functioning, and is responsible for any removal of abandoned cables from conduit after System commissioning. Ownership of existing System components and equipment replaced by Provider or no longer necessary to proper System functioning or support capabilities upon commissioning shall pass to Provider, and shall be removed from Airport premises by the date of completion of work hereunder.
- E. Provider shall secure at Provider's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of County or to have any direct contractual relationship with County.

### III. WARRANTY AND EXTENDED MAINTENANCE.

- A. Provider warrants that, for a period of one year after successful commissioning of the System, the System will continue to function as it did at the time of such commissioning.

In the event the System does not function as warranted, Provider will provide all labor and materials, including hardware and software, necessary to return the System to its condition as warranted. Notwithstanding the foregoing, the warranty does not cover the repair or replacement of malfunctioning hardware or software not provided by Provider.

- B. Upon expiration of the one year warranty referenced in Section III A above, Provider shall for a period of one year immediately thereafter provide County labor and materials, including hardware and software, as called for under the Comprehensive Maintenance Plan set forth in Exhibit B, attached hereto and fully incorporated herein in its entirety.
  - C. During the warranty period and the period during which any comprehensive maintenance plan is in effect, Provider shall inspect and maintain the fire alarm functions and components of the System as required under the then current NFPA 72, or any applicable successor code.
- III. PAYMENTS. County shall make payments for Provider's performance under this Agreement in the amount and manner specified in the attached Exhibit C. County shall not be required to pay to Provider more than \$453,894 for performance under this Agreement, including all labor and materials provided for the System upgrade and the comprehensive maintenance plan described above,
- IV. ASSIGNMENT AND TRANSFER: Provider shall not assign or transfer any interest or obligation under this Agreement without the prior written consent of County.
- V. 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 terms of this Agreement, shall constitute grounds for County to terminate this Agreement by giving written notice to Provider specifying a date of termination not less than 20 days after the date said notice is delivered to Provider.
  - B. The following shall constitute grounds for immediate termination:
    - 1. Provider's violation of or failure to comply with reasonable directives of the Airport Director or any federal, state, or local law, regulation, ordinance or rule;
    - 2. Provider's failure to obtain and maintain licenses or certifications as required by law, regulation, ordinance or rule for the performance of the services called for hereunder; or
    - 3. Provider's inability to perform the work called for herein.
  - C. Failure of the Dane County Board of Supervisors or, if applicable, 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.

- D. In the event this Agreement is terminated prior to its expiration, 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 for any satisfactory work completed in the preparation or provision of 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.

VI. DELIVERY OF NOTICES AND OTHER COMMUNICATIONS. Notices, bills, invoices, reports and other communications between the parties hereto 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 of such change in writing within a reasonable time.

VII. INSURANCE AND INDEMNIFICATION.

A. General Indemnification. Provider is and shall be deemed to be an independent contractor exclusively responsible for its own acts or omissions. Provider shall indemnify, hold harmless and defend the Airport, County, County's agents, representatives, appointees and employees from and against all claims for losses, costs, attorney fees, expenses and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death actually or allegedly arises, whether directly or indirectly, wholly or in part, from (i) any action or omission of Provider, Provider's employees, agents, contractors, suppliers or invitees while on Airport property; or (ii) the performance of any services or exercise of the rights set forth in this Agreement by Provider, Provider's employees, agents, contractors, suppliers or invitees. Provider's obligation of indemnification, as set forth herein, shall not apply to damages or liability resulting from the acts or omissions of County. The obligations of Provider under this paragraph shall survive the expiration or termination of this Agreement.

B. Environmental Protection and Indemnification. Provider, at its own expense, shall ensure that Provider and Provider's employees, agents, contractors, suppliers or invitees comply with all present and hereafter enacted or amended Environmental Laws affecting Provider's activities on the Airport. As used in this Agreement, "Environmental Laws" means all laws, rules, regulations, regulatory agency guidance provisions and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or reasonably issued by the Airport Director) now in effect or hereafter enacted or issued

that deal with the regulation or protection of the environment (including, but not limited to, air, water, soil and subsurface elements), or with the generation, handling, storage, disposal or use of chemicals or substances that could be detrimental to health, public welfare, or the environment. Provider shall indemnify, defend and hold County harmless from and against any and all liability, loss, damage, expense, penalties and costs (including legal fees and all costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work) arising from or related to any proceeding, claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all proceedings, claims or actions brought or asserted by any party or governmental authority of any kind, alleging or arising in connection with (i) contamination of, or adverse effects on the environment (whether known, alleged, potential, or threatened), or (ii) alleged or potential violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are brought as a result of any activity or operation of Provider, Provider's employees, agents, contractors, suppliers or invitees conducted on Airport property or under authority of this Agreement. Provider's obligations and liabilities under this subsection shall continue so long as County may bear any liability or responsibility under Environmental Laws for any activities conducted by Provider, Provider's employees, agents, contractors, suppliers or invitees on Airport property, or under authority of this Agreement. County's right to indemnification hereunder shall not be in limitation or exclusion of any other rights and remedies provided by law. Provider shall promptly notify County of any action or condition that is contrary to any provision of this section.

- C Insurance Requirements. Provider shall, by the commencement date of this lease, obtain Commercial General Liability Insurance, including automobile, property damage, and environmental impairment (pollution) liability endorsements, with coverage of at least \$1,000,000, combined single limits. Notwithstanding the foregoing, Provider may satisfy the coverage requirements set forth herein through separate policies, each providing coverage of at least \$1,000,000, combined single limits. The insurance required hereunder shall be primary and provide coverage for Provider's obligations of indemnity as set forth in subsections A and B above. All insurers providing the insurance required herein shall be authorized to do business in the State of Wisconsin and approved by County. All policies shall name County as an additional insured. Provider shall, prior to commencing activities at the Airport, provide County with a certificate or certificates of insurance evidencing the insurance coverage required under this Agreement. Each insurance policy obtained hereunder shall contain a provision that Provider's insurer shall send to County written notice of cancellation or any material change in said policy at least 10 days in advance of the effective date thereof. Further, if insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the commencement date of this agreement and the certificate of insurance provided therefore shall state that coverage is claims-made and indicate the retroactive date. Provider shall maintain all insurance coverage required hereunder for

the duration of this Agreement and for one year following the termination or expiration hereof

- D. Subcontractor Insurance. In the event of any subcontract of work under this Agreement, Provider shall furnish evidence that each subcontractor has in force and effect insurance policies providing coverage identical to that required of Provider hereunder.
  - E. Waiver of Insurance Requirements. County, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements contained in this Agreement, such waiver to be in writing only. 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 liability exposure under this Agreement.
- VIII. NO WAIVER BY PAYMENT OR ACCEPTANCE. The making of any payment or acceptance of any labor or materials provided under this Agreement shall not constitute or be construed as a waiver by County of any breach of the terms of this Agreement or a waiver of any default of Provider. The making of any payment or acceptance of any labor or materials by County while Provider is in default or breach hereunder shall not impair or prejudice the right of County to recover damages under all remedies available for such default or breach.
- IX. NON-DISCRIMINATION. Provider shall not in any manner associated with the employment of personnel or the provision of the services called for under this Agreement 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, conviction record, political beliefs, or military participation including membership in the national guard or any other reserve component of federal or state military forces. Provider shall comply with all requirements imposed by or pursuant to Title 49 Code of Federal Regulations Part 21 and the Americans with Disabilities Act, as said regulations may be amended. Provider shall post in conspicuous places, available to Provider's employees and applicants for employment, notices setting forth the provisions of this Agreement as it relates to affirmative action and non-discrimination. The exceptions and special cases relating to discrimination enumerated in sections 111.33 through 111.365 of the Wisconsin Statutes shall be applicable to the provisions of this section
- X. CIVIL RIGHTS COMPLIANCE.
- A. If Provider has 20 or more employees and is being paid \$20,000 or more per calendar year through contracts with County, Provider shall submit to County a current Civil Rights Compliance (CRC) Plan meeting the requirements 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 the Americans with Disabilities Act 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, and shall provide County with a copy of its



discrimination complaint form. Failure to provide the submittals required under this subsection within ten days of the effective date of this Agreement shall be a material breach and grounds for termination of the Agreement. If a plan required under this subsection has been received and approved by County during the year prior to the effective date of this Agreement, submission of an update for such plan shall be sufficient hereunder. If Provider has less than 20 employees, but is being paid \$20,000 or more per calendar year through contracts with County, it may be required by County to submit a CRC Action Plan to correct any problems discovered as the result of complaint investigation or CRC monitoring. If Provider submits a CRC or AA Plan to the Wisconsin Department of Workforce Development, or a division thereof, or to the Wisconsin Department of Health and Family Services, or a division thereof, that is applicable to the services provided under this Agreement, a verification of acceptance by the State of the plan(s) is sufficient to satisfy the plan submission requirements under this subsection.

- B. Provider shall comply with County's civil rights policies and procedures, including those applicable to civil rights monitoring and the examination of records and files maintained by Provider that may relate to affirmative action and non-discrimination. Provider shall cooperate with County in developing, implementing and monitoring corrective action in the event Provider is not in compliance with County's civil rights policies and procedures. Sections 19.50 through 19.72 of the Dane County Code of Ordinances are incorporated into this Agreement as if fully set forth herein.
- C. Provider shall post its discrimination complaint procedure and the name of its Equal Opportunity Coordinator in conspicuous places available to its employees, recipients of its services, and applicants for employment. The complaint process shall be in compliance with County's policies and procedures and made available in languages and formats understandable to Provider's clients, customers and employees.
- D. Provider shall provide copies of all announcements of new employment opportunities to County's Contract Compliance Officer when such announcements are issued.

XI. LIVING WAGE.

- A. If this Agreement is a service contract as defined in section 25.015 of the Dane County Code of Ordinances, Provider shall pay all of its employees providing services under this Agreement, whether full-time or part-time, no less than the living wage established pursuant to the Dane County Code of Ordinances. Upon request, Provider shall make available for inspection Provider's payroll records relating to workers providing services under this Agreement.
- B. If Provider's payroll records contain any false, misleading or fraudulent information, or if Provider fails to comply with section 25.015 of the Dane County Code of Ordinances,

County may withhold payments, suspend or terminate this Agreement and may suspend Provider from participating in bidding on future County contracts.

- C. Prior to final payment under this Agreement, Provider shall submit to County a certification stating that it has complied with the living wage requirements established under section 25.015 of the Dane County Code of Ordinances.
  - D. Provider shall 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 it may use in performance hereunder comply with the provisions of this section.
- XII. DOMESTIC PARTNER EQUAL BENEFITS. If this Agreement is a service contract within the meaning of section 25.016 (2) of the Dane County code of Ordinances, Provider is subject to the provisions of this section and shall provide the same economic benefits to its employees with domestic partners, as that term is used in the Dane County Code of Ordinances, as it does to employees with spouses, or the cash equivalent if any such benefit cannot reasonably be provided. Provider agrees to make available for County inspection Provider's payroll records relating to employees providing services under this Agreement. If Provider's payroll records contain any false, misleading or fraudulent information, or if Provider fails to comply with the provisions of section 25.016 of the Dane County Code of Ordinances, County may withhold payments, terminate, cancel or suspend this Agreement in whole or in part; or deny Provider the right to participate in bidding on future County contracts. Final payment under this Agreement shall not be made until Provider certifies to County, on a form provided by County, that it has complied with the requirements of section 25.016 of the Dane County Code of Ordinances during the term of the Agreement.
- XIII. COMPLIANCE WITH FAIR LABOR STANDARDS.
- A. Reporting of Adverse Findings. During the term of this Agreement Provider shall report to County's Contract Compliance Officer any allegations filed with, or findings made by the National Labor Relations Board or Wisconsin Employment Relations Commission asserting or finding that Provider has violated a statute or regulation regarding labor standards or relations. The foregoing report shall be provided County within 10 days of the filing of the allegations or, if the allegations were not filed during the term of this Agreement, within 10 days of the issuance of the findings regarding the allegations. If, after an investigation of the allegations or a review of the findings, County's Contract Compliance Officer determines that Provider breached its obligations under this Agreement and recommends termination or suspension of this Agreement, County may take the recommended action after the determination becomes final under the following appeal procedures.

- B. Appeal Process. Provider may appeal an adverse determination made by County's Contract Compliance Officer under this section pursuant to the procedures set forth in section 25.015(11)(c) through (e) of the Dane County Code of Ordinances.
  - 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 local laws and regulations addressing retaliation or collective bargaining."
- XIV. SUBCONTRACTORS. Services performed under this Agreement may be performed pursuant to subcontract only with County's the prior written approval.
- XV. FEDERAL LAW PROVISIONS. The provisions in this section are included in this Agreement as prescribed by federal law.
- A. General Civil Rights Provisions. Provider shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds Provider and any subtier contractors from the contract solicitation period through the termination of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
  - B. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, Provider, its assignees, and successors in interest (in this section hereinafter collectively referred to as Provider) agree as follows:
    - (1) Compliance with Regulations: Provider will comply with the acts and authorities compiled in the List of Pertinent Nondiscrimination Acts and Authorities, attached hereto as Exhibit E and fully incorporated herein, as they may be amended from time to time.
    - (2) Non-discrimination: Provider, with regard to the work performed by it under the terms of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including those involved in the procurement of materials, consulting, and the leasing of equipment. Provider will not participate directly or indirectly in discrimination prohibited by the Nondiscrimination Acts and Authorities listed in attached Exhibit E, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 Code of Federal Regulations ("CFR") part 21.
    - (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Provider for work authorized under this Agreement to be performed under a subcontract, including procurements of materials, or leases of equipment, each

potential subcontractor or supplier will be notified by Provider of the obligations of Provider and its subcontractors under this Agreement and the Nondiscrimination Acts and Authorities listed in Exhibit E.

- (4) Information and Reports: Provider will provide all information and reports required by the Nondiscrimination Acts and Authorities listed in Exhibit E, including all regulations, instructions and directives adopted or issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and regulations, instructions and directives adopted or issued pursuant thereto. Where any information required of Provider is in the exclusive possession of another who fails or refuses to furnish the information, Provider will so certify to the County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event Provider fails to comply with the non-discrimination provisions of this Agreement, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to Provider under the Agreement until Provider complies; and
  - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- (6) Incorporation of Nondiscrimination Provisions: Provider will include the provisions of this paragraph and the preceding paragraphs (1) through (5) in every subcontract under this Agreement, including subcontracts for the procurements of materials and leases of equipment, unless exempt under the Nondiscrimination Acts and Authorities listed in Exhibit E and the regulations, instructions and directives adopted or issued pursuant thereto. Provider will take action with respect to any subcontract, lease or procurement as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Provider may request the County to enter into any litigation to protect the interests of the County. In addition, Provider may request the United States to enter into the litigation to protect the interests of the United States.

- C. Provisions of 29 CFR part 201. This Agreement does, and any contracts and subcontracts entered into under authority of this Agreement shall, incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if provided in full text. The FLSA sets

minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Provider has full responsibility to monitor compliance with 29 CFR part 201. Provider must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

- D. Requirements of 29 CFR Part 1910. This Agreement does, and any contracts and subcontracts entered into under authority of this Agreement shall, incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act of 1970, with the same force and effect as if given in full text. Provider and any subcontractors performing work under this Agreement shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to an employee. Provider shall comply with, and monitor the compliance of its subcontractors with, the Occupational Safety and Health Act of 1970, and shall address any claims or disputes that pertain to such Act directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XVI. MISCELLANEOUS.

- A. Authority To Do Business and Compliance With Laws. Provider warrants that it has complied with all requirements to do business in the State of Wisconsin and that the person executing this Agreement on its behalf is authorized to do so. Performance hereunder shall be in compliance with directives issued by the Airport Director, and all applicable federal, state, and local laws and regulations.
- B. Controlling Law and Venue. 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. Amendment. This Agreement, including any attachments, constitutes the entire agreement between the parties and supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be modified or amended only in writing executed by the duly authorized representatives of the parties hereto, such representative on the part of County being the Director of the Dane County Regional Airport.
- E. Counterparts and Copies. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a

single instrument. A photocopy, facsimile, or electronic copy of this Agreement shall have the same effect for all purposes as an original.

**IN WITNESS WHEREOF**, County and Provider, by their respective authorized agents, have executed this Agreement on the dates indicated below.

**FOR LEGACY COMMUNICATIONS LLC:**

Date Signed: August 15, 2016

Paul Tikalsky  
PAUL TIKALSKY, Owner

**FOR DANE COUNTY:**

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

\_\_\_\_\_  
JOE PARISI, County Executive

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

\_\_\_\_\_  
SCOTT MCDONELL, County Clerk

## EXHIBIT A

### IED SYSTEM PROJECT DELIVERABLES

#### Bill Of Materials-Hardware

- 1 Gateway Computer IED590
- 1 Audio Monitor Test Cards IED0590A3
- 1 PA-22 Interface card IES0590I-2
- 1 Cobranet N Card and spare IEDA510N
- 1 ACS Enterprise CPU and spare IEDA520CPU
- 2 Globalcom raid server IED1151SERVER
- 1 Enterprise raid server IED1151SERVER
- 1 IED0590KDS KVM
- 6 Amp frame IEDT9160
- 54 Dual channel amp IEDT6472L
- 3 Noise Sensor Collector IEDT9032NS
- 22 Microphones IEDA528HFM-H
- 1 Microphone IEDA528VFM-H
- 23 Mic Station Backbox IEDA528FBB
- 14 Mic Stations IED524-H
- 1 Rack Mount Mic IEDA528RME-H
- 1 Fire Alarm interface IEDT9032LVIO
- 1 Analog audio input IED1502AI
- 6 HP A5120 Series Switch JG236A

#### Bill Of Materials -Software

- 1 Globalcom Core Software
- 1 Globalcom Lifeline Software
- 3 Windows Server 2012R2 for Globalcom servers
- 1 Windows Server 2012R2 for Enterprise virtual server
- 1 Windows SQL 2014
- 18 copies of Visual Paging software for FIDS based on existing displays
- 49 Cobranet endpoint license
- 2 TCAS licenses

#### Labor and Services

- Development and set-up of complete application on server, CPU's and new gateway computer at Provider's office
- Installation on site of new system software with IP conversion of network at the same time
- Installation of network cabling where required
- Configure the system for fault notification
- Basic functional test of microphones and zones.
- Service work necessary to restore the monitor test system to operation including calibration
- Service work necessary to restore the ambient analysis system to operation including calibration

## EXHIBIT A

Setup notification of fault logger  
Complete system test of all devices  
Training for two individuals, to be designated by County, at IED LLC training center in Louisville, Kentucky-all expenses paid by Provider, including food, lodging, and round trip air travel from Madison, Wisconsin  
Final training provided at Airport for System users  
Final System Documentation  
Warranty-one year labor and materials warranty commencing upon successful System commissioning  
Provider is responsible for all coordination with IED LLC, including cost of all services and materials provided by IED LLC

### Functional Capabilities

Life-Safety interface to provide audio annunciation of emergencies supporting the T9032LVIO  
Visual paging displaying on DCRA existing FIDS  
Supports graphical wayfinding messaging  
TCAS paging upgrade of CAS to web based, two client licenses provided  
VOIP telephone interface  
Automated announcements function as today  
Mic security functions as today, supporting digital 524 and 528 mics  
Fire alarm interface functions as today, supporting the T9032LVIO  
Ambient analysis functions as today, supporting the T9032NS  
Equalization built into amp frame supporting the T9160 amp frame  
Fault detection functions as today  
Monitor/Test system  
Support for optional flight announcement system  
Web based monitor and programming interface  
Director software is compatible with the new system but not included

### Supported by System

Announcement Activities Window shows time and zone  
Mic and Zone status indicating status of mic channels and zones  
Current faults shows offline/system faults  
Suppressed faults, lists faults that are isolated  
My Devices shows hardware associated with this globalcom and fault status  
Available Devices shows hardware discovered but not associated with this controller  
Information on this controller and remote controllers as well as local I/O, 10 VOIP extensions  
Ability to add and manage:  
1100/1200 message servers  
External 8000 device  
1544BAS backup amplifier switch  
MS528 graphical paging station  
MS524 4 button paging station  
Amplifiers including T9160, DNA7800, 1542NA, 1581NA

## **EXHIBIT A**



- Display zone controllers
- Aux I/O devices
- Configurable description, location, IP, frame number, start zone, BGM source, number of channels, slot type, channel description, gains for overall, emergency, night, BGM
- 8 band EQ
- Ambient sensors
- Monitor testing with associated start and stop times, interval, days of week.
- Microphone configuration
- Zone groups
- User groups for ID and management
- Mic templates
- Mic passwords, to each name assign user groups, template, and password
- Schedule actions to play messaging
- Visual alert
- Events triggers
- Wayfinding, day/night schedule, sms lists, system supervision
- System administration including:
  - Backup and restore function
  - Software update
  - PDRP language selection
  - Take management, using wav files
  - Users
  - Logging

## **EXHIBIT A**

## **EXHIBIT B**

### **COMPREHENSIVE MAINTENANCE PLAN**

Under its Comprehensive Maintenance Plan, Legacy Communications LLC (Provider) shall provide to County support and labor and materials, including hardware and software, as follows:

1. Twenty four hours a day, seven days a week, including holidays, Provider shall provide help desk telephone support at 800-282-0526, 920-439-1305, and back-up support at 920-989-1411.
2. Calls by County between the hours of 8:00 a.m. and 5:00 p.m., CST, to any of the telephone numbers referenced in Section 1 above will be forwarded directly to a technician for support services and resolution. Within one hour of a call by County to any of the foregoing telephone numbers between the hours of 5:00 p.m. and 8:00 a.m., CST, Provider shall respond to County by telephone, and, if requested by County, shall provide a technician on-site within 4 hours of said request.
3. When necessary to assure rapid resolution of problems with the System, service provided by Provider hereunder shall include the involvement of Innovative Electronic Designs Support Services. In any event, it is understood that a properly functioning System is critical to the Airport and Provider shall work with all due diligence to resolve any issues interfering with the proper functioning of the System as rapidly as possible, including, at County's request, providing out of plan labor and materials at the rates set forth below.
4. Upon request by County, Provider shall provide County with a report identifying the time of each call from County to Provider's support numbers, the nature of the problem identified by County, the person(s) handling the problem, the manner in which the problem identified was resolved, and the time the problem was resolved.
5. Provider shall provide support for the System via the Airport's high speed internet access. The Airport shall provide to Provider reasonable internet access to the System. Provider understands that the high speed internet access referenced herein may at times be limited by the Airport's security protocols, and must at all time remain secure.
6. Provider shall provide Weekly Health Checks for the System by remote access to review System functionality, status, and health logs. Any significant change in the status of the System shall be reported to the Dane County Regional Airport Electronic Systems Manager. Any deficiencies found during Weekly Health Checks shall be resolved by onsite service if necessary.
7. At least once during the term of the initial and any subsequent One year Comprehensive Maintenance Plan entered into by County and Provider, Provider shall provide, at its cost, an Annual On-Site Analysis involving an on-site visit by an IED LLC factory representative to perform preventative maintenance services, and an inspection of the sound system. During the Annual On-site Analysis the overall system condition will be evaluated, any applicable software updates will be installed, any issues with hardware or software provided by Provider will be resolved, error logs will be reviewed and necessary software adjustments will be performed. Upon County's request, and at no additional cost to County, remedial training on the operation of the System for County personnel will be provided during the Annual On-Site Analysis. During the Annual On-Site Analysis, Provider will create a complete backup of the System data. Unless

## **EXHIBIT B**

otherwise requested by County, the back-up will be retained by Provider for recovery procedures in the event of a System failure.

8. Modifications to the System under the Comprehensive Maintenance Plan shall be recorded in updates to the System drawings and specifications, which shall be provided to County.

Provider shall will furnish all labor, equipment, and materials necessary to fulfill its obligations during the initial one year term of the Comprehensive Maintenance Plan for a total cost of \$28,060. Thereafter, for up to five additional one year terms, County shall have the option of entering into an agreement with Provider for the provision of services as set forth in this Exhibit B, at an annual cost increase not to exceed 2.5 percent.

Provider shall provide services requested by County related to the Comprehensive Maintenance Plan, but not included herein, at the rate of \$105.00 per hour during business hours and \$157.50 for weekend and holiday hours, plus materials and appropriate taxes. Sales tax will be excluded if County provides Provider evidence that it is not subject to such taxes.

## **EXHIBIT B**

## EXHIBIT C

### PAYMENT SCHEDULE

Dane County ("County") shall make payments to Legacy Communications LLC ("Provider") for updating and upgrading the emergency and informational communication system (the "System"), and for labor and materials related to the Comprehensive Maintenance Plan, as such work is to be performed and materials provided under the purchase of services agreement to which this exhibit is attached (the "Agreement"), as follow.

#### Payment for Updating and Upgrading the System

1. The maximum amount to be billed by or paid to Provider for updating and upgrading the System under the Agreement shall be \$425,834
2. As long as work on the System remains timely under the schedule attached to the Agreement as Exhibit D, County shall make payment to Provider as set forth below. Provider shall provide County with an invoice in the amount indicated below no less than 30 days prior to date payment is due.

By November 2, 2016	\$229,305.66
By December 2, 2016	\$ 29,305.66
By January 1, 2017	\$ 29,305.66
By January 31, 2017	\$ 29,305.66
March 2, 2017	\$ 29,305.66
By April 1, 2017	\$ 29,305.70
Final Payment*	\$ 50,000.00

\*Final payment is due no more than 30 days after receipt and approval by County of Provider's invoice issued after the successful commissioning of the System.

#### Payment for labor and materials related to the Comprehensive Maintenance Plan

1. The maximum amount to be billed by or paid to Provider for labor and materials, including hardware and software, provided under the Comprehensive Maintenance Plan described in the Agreement shall be \$28,060.
2. Upon expiration of the one year warranty referenced in Section III A of the Agreement and the commencement of performance under the Comprehensive Maintenance Plan described therein, Provider shall provide County with an invoice for \$14,030. Five months after commencement of performance under the Comprehensive Maintenance Plan, Provider shall provide County with an invoice for \$7,015. Upon completion of performance under the Comprehensive Maintenance Plan, Provider shall provide County with a final invoice in the amount of \$7,015. County shall pay the foregoing invoices in full within 30 days of receipt and approval thereof.

Submit invoices to: Kimberly Jones  
Director of Finance and Administration  
Dane County Regional Airport  
4000 International Lane  
Madison, WI 53704-3120

## EXHIBIT C

Exhibit D Dane County Regional Airport PA System Project Timeline

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	10, '1 Oct 9, '16 Oct 30, '1 Nov 20, '1 Dec 11, '1 Jan 1, '17 Jan 22, '1 Feb 12, '1 Mar 5, '17 Mar 26
							F S S M T W T F S S M T W T F S S M T W T F S
1		Acquire Material	22 days	Mon 10/3/16	Tue 11/1/16		
2		Enterprise Software	14 days	Mon 10/3/16	Thu 10/20/16		
3		Load Software and configure database	14 days	Fri 10/21/16	Wed 11/9/16	2	
4		Configure database in Enterprise server	14 days	Thu 11/10/16	Tue 11/29/16	3	
5		Load software into ACS and test	14 days	Wed 11/30/16	Mon 12/19/16	4	
6		Onsite conversion	5 days	Mon 1/9/17	Fri 1/13/17	5	
7		Visual paging via IED Application	5 days	Mon 1/16/17	Fri 1/20/17	6	
8		Replace with Amp Frame 1 2 zones 1-16 D card 0,1	2 days	Mon 1/23/17	Tue 1/24/17	7	
9		Replace with Amp Frame 2 2 zones 17-32 D Card 2,3	2 days	Wed 1/25/17	Thu 1/26/17	8	
10		Replace with Amp Frame 3 2 zones 33-48 D Card 4,5	2 days	Fri 1/27/17	Mon 1/30/17	9	
11		Replace with Amp Frame 4 2 zones 49-64 D Card 6,7	2 days	Tue 1/31/17	Wed 2/1/17	10	
12		Replace with Amp Frame 5 2 zones 65-80 D Card 8,9	2 days	Thu 2/2/17	Fri 2/3/17	11	
13		Replace Mic Group 1 C Card 0	2 days	Mon 2/6/17	Tue 2/7/17	12	
14		Replace Mic Group 2 C Card 1	2 days	Wed 2/8/17	Thu 2/9/17	13	
15		Replace Mic Group 3 C Card 2	2 days	Fri 2/10/17	Mon 2/13/17	14	
16		Replace Mic Group 4 C Card 3	2 days	Tue 2/14/17	Wed 2/15/17	15	
17		Replace Mic Group 5 C Card 4	2 days	Thu 2/16/17	Fri 2/17/17	16	
18		Globalcom Processor	2 days	Mon 2/20/17	Tue 2/21/17	17	
19		Lifeline Processor	2 days	Wed 2/22/17	Thu 2/23/17	18	
20		Configuration	7 days	Tue 2/28/17	Wed 3/8/17	19	
21		Fire Alarm Interface	5 days	Thu 3/9/17	Wed 3/15/17	20	
22		BGM Interface	2 days	Thu 3/16/17	Fri 3/17/17	21	
23		Final IED Commissioning	5 days	Mon 3/20/17	Fri 3/24/17	22	
24		Training	5 days	Mon 3/27/17	Fri 3/31/17	23	

Project: Paging Repair Roadmap.m Date: Wed 8/10/16	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress		

## EXHIBIT E

### List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, Provider, its assignees, and successors in interest shall comply with the following non-discrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38));
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

## EXHIBIT E

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, reasonable steps must be taken to ensure that LEP persons have meaningful access to covered programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended (prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq)).

## **EXHIBIT E**