

Dane County Contract Cover Sheet

Revised 01/2024

Res 274
significant

| | | | |
|---|---|----------------|------|
| Dept./Division | Sheriff's Office -- Security Services Division | | |
| Vendor Name | SGTS, Inc. | MUNIS # | 7047 |
| Brief Contract Title/Description | Authorizing a 3-year contract for quarterly maintenance and on-call repair for security systems in the Dane County Jail and the Courthouse. | | |
| Contract Term | 9/1/2024 - 8/31/2027 | | |
| Contract Amount | \$303,000 | | |

| | |
|--|----------------------|
| Contract # Admin will assign | 15685 |
| Type of Contract | |
| <input checked="" type="checkbox"/> | Dane County Contract |
| <input type="checkbox"/> | Intergovernmental |
| <input type="checkbox"/> | County Lessee |
| <input type="checkbox"/> | County Lessor |
| <input type="checkbox"/> | Purchase of Property |
| <input type="checkbox"/> | Property Sale |
| <input type="checkbox"/> | Grant |
| <input type="checkbox"/> | Other |

| Department Contact Information | | Vendor Contact Information | |
|--------------------------------|------------------------------|----------------------------|--------------------------|
| Name | Lillian Radivojevich | Name | Scott Bukolt |
| Phone # | (608) 284-4801 | Phone # | (608) 845-8106, ext. 104 |
| Email | radivojevich@danesheriff.com | Email | sbukolt@sgtsinc.com |
| Purchasing Officer | Megan Roqan | | |

| | | |
|-----------------------------|--|------------------|
| Purchasing Authority | <input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required) | |
| | <input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required) | |
| | <input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required) | RFB/RFP # |
| | <input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works) | |
| | <input checked="" type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works) | |
| | <input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other | |



| MUNIS Req. | Req # | Org: SHRFSEC | Obj: 32330 | Proj: | \$ 195,302.86 |
|------------|-------|--------------|------------|-------|---------------|
| | Year | Org: SHRFSEC | Obj: 32351 | Proj: | \$ 107,697.14 |
| | | Org: | Obj: | Proj: | \$ |

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

| | | | |
|---|--|--------------|------|
| Resolution Required if contract exceeds \$100,000 | <input type="checkbox"/> Contract does not exceed \$100,000 | Res # | 274 |
| | <input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required. | Year | 2024 |
| | <input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. | | |

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

| APPROVAL | |
|---|---|
| Dept. Head / Authorized Designee | |
| Nygaard, Christopher | Digitally signed by Nygaard, Christopher Date: 2025.01.03 09:05:19 -06'00' |

| APPROVAL – Contracts Exceeding \$100,000 | |
|---|---|
| Director of Administration | Corporation Counsel |
|  |  |

| APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached | | | |
|--|------------------------|------------------------|---|
| DOA: | Date In: 1/3/25 | Date Out: _____ | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, January 3, 2025 1:56 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15685
Attachments: 15685.pdf

| Tracking: | Recipient | Read | Response |
|------------------|-------------------|------------------------|---------------------------|
| | Hicklin, Charles | Read: 1/3/2025 2:30 PM | Approve: 1/3/2025 2:30 PM |
| | Rogan, Megan | Read: 1/3/2025 2:18 PM | Approve: 1/3/2025 2:18 PM |
| | Gault, David | Read: 1/3/2025 2:04 PM | Approve: 1/3/2025 2:04 PM |
| | Cotillier, Joshua | | |
| | Stavn, Stephanie | Read: 1/3/2025 2:07 PM | |
| | Oby, Joe | | |

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

Contract #15685
Department: Sheriff's Office
Vendor: SGTS
Contract Description: Quarterly maintenance & on-call repair for Jail & Courthouse Security Systems (Res 274)
Contract Term: 9/1/24 – 8/31/27
Contract Amount: \$303,000.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

Goldade, Michelle

From: Cotillier, Joshua
Sent: Monday, January 6, 2025 7:46 AM
To: Goldade, Michelle
Subject: Approve: Contract #15685

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2024 RES-274

AUTHORIZING A CONTRACT BETWEEN DANE COUNTY AND SGTS, INC., FOR JAIL SECURITY SYSTEM MAINTENANCE AND REPAIR SERVICE

The Dane County Sheriff is responsible for the keeping of the Dane County Jail and safely caring for the residents therein.

SGTS, Inc., is the Sheriff's Office vendor for quarterly maintenance, on-call repair service and related items, for security systems in the Dane County Jail and Dane County Courthouse. The Sheriff's Office was approved a bid waiver, September 2024, for a three-year contract with SGTS, Inc., to continue maintaining security systems and to ensure consistency and continuity of services through the completion of the Jail Consolidation Project, in early 2027.

The Sheriff's Office wishes to enter into a contractual relationship with SGTS, Inc., for the term of September 1, 2024 through August 31, 2027 at a cost not to exceed \$303,000 as follows:

| Year | Date | Quarterly Maintenance service | On-Call Repair Service |
|-------------|----------------------|--------------------------------------|-------------------------------|
| Year-1 | 9/1/2024 - 8/31/2025 | \$ 63,186.40 | \$ 35,899.05 |
| Year-2 | 9/1/2025 - 8/31/2026 | \$ 65,082.00 | \$ 35,899.05 |
| Year-3 | 9/1/2026 - 8/31/2027 | \$ 67,034.46 | \$ 35,899.04 |
| | Subtotal | \$ 195,302.86 | \$ 107,697.14 |
| | | Total | \$ 303,000.00 |

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NOW, THEREFORE, BE IT RESOLVED, that a contract is awarded to SGTS, Inc. of Madison, Wisconsin, for quarterly maintenance and on-call repair service for security systems and related items at the Dane County Jail and the Courthouse, for three-years, September 1, 2024 through August 31, 2027, at a total cost of \$303,000, as referenced above. The cost for on-call repair service shall depend on actual work provided for security systems and related items repair/replacement; and

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NOW, BE IT FINALLY RESOLVED, that the Dane County Executive and the Dane County Clerk are authorized to execute the necessary documents for the above referenced contract.

DANE COUNTY CONTRACT # _____

Revised 06/2024



Department: Sheriff's Office
Provider: SGTS, Inc.
Expiration Date: August 31, 2027
Maximum Cost: \$303,000

Registered Agent (if applicable): n/a
Registered Agent Address: n/a

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

WITNESSETH:

WHEREAS COUNTY, whose address is 115 West Doty Street, desires to purchase services from PROVIDER for the purpose of providing security system maintenance services between the City-County Building (CCB), The Public Safety Building (PSB), and the Courthouse; and

WHEREAS PROVIDER, whose address is 2846 Agriculture Dr., Madison, WI 53718, is able and willing to provide such services;

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

I. **TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. **SERVICES:**

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- 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.

- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. 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.
- C. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.
- D. This contract does not include any hardware or software added or upgraded as part of the Jail Consolidation Project. COUNTY may terminate this agreement upon substantial completion of the Jail Consolidation Project with 30 days' notice to the PROVIDER.

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 schedules, 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 schedules 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 & INDEMNIFICATION:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. 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.

1. 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 cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then 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.

5. Workers' Compensation.

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

6. 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. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

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

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

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

- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

A. Reporting of Adverse Findings

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. 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.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic

PDF copy and utilized in all respects as an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto may be stored and reproduced by each party electronically, photographically, by photocopy, or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not each party made such reproduction made such reproduction in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. 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.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

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:



Scott Bukolt
President- SGTS, Inc.

December 19, 2024

Date

* * *

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

Scope of Services

1. PROVIDER shall provide preventative maintenance and repair service for the touch-screen security systems, video systems, and related items at two detention facilities and the Courthouse operated by the COUNTY. The three facility service location addresses are as follows:
 - a. City-County Building Jail (CCB)
210 Martin Luther King Jr. Blvd.
Madison, WI 53703
 - b. Public Safety Building (PSB)
115 W. Doty St.
Madison, WI 53703
 - c. Dane County Courthouse (Courthouse)
215 S. Hamilton St.
Madison, WI 53703
2. All Personnel assigned to perform services under this contract shall obtain a security clearance from the Sheriff's Office and will be escorted by the Sheriff's Office staff when performing work under this contract.
3. All work listed shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. It shall also be in strict compliance with local and state codes, ordinances, laws, and policies.
4. 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.
5. All non-emergency work shall be performed during normal working hours 7:30 AM to 4:30 PM, Monday through Friday.
6. PROVIDER shall be available 24 hours per day 7 days per week. PROVIDER shall respond within one (1) hour return telephone call and two (2) hours on site response to an authorized emergency service request.
7. PROVIDER shall submit detailed quotes and supporting documents for repairs, replacement or additions of hardware/software which is not covered during routine weekly maintenance. Quotes shall include the following (if applicable): Labor estimate (including Hourly rate and estimated time) and product details including, name, number of items, part or model number, retail cost, and related mark down.
8. Invoices for repairs, replacement or additional hardware/software shall include Purchase Order # and detail description of products installed or replaced (including

the number of items and identifying numbers) and billable work hours (if completed outside of scheduled weekly maintenance).

9. COUNTY reserves the right to test software/hardware repaired, replaced or added for a period of thirty (30) days after notification by PROVIDER of completion to determine that the product functions as required by the COUNTY.
 - a. Acceptance is defined as all hardware, software, or configuration supplied by the PROVIDER being installed and operational so that it can be operationally relied upon by the COUNTY: staff trained and capable of functioning in a production environment.
 - b. If COUNTY does not notify PROVIDER of any problems during the first 30 days following notification Completion by PROVIDER, then the work shall be deemed Accepted.
 - c. If problems are encountered during this acceptance period, COUNTY will provide written notice of the items that are not accepted and a new thirty (30) day acceptance period will begin. It is not required that the 30-day period expires in order for a new acceptance period to begin.
 - d. PROVIDER is required to correct any problems or defects to system software/hardware prior to final acceptance.
 - e. COUNTY is the sole determiner of acceptance. Acceptance will not be unreasonably withheld.
10. The COUNTY reserves the right to renegotiate scope and pricing at the end of any contract year to add or subtract components of the equipment to be maintained on the basis of the equipment that is in use at the time.
11. This maintenance contract does not include any hardware or software added or upgraded as part of the Jail Consolidation Project.

QUARTLY Inspections and WEEKLY Preventative Maintenance

PROVIDER shall perform quarterly inspections and weekly preventative maintenance at each of the three service locations. All inspections shall be completed during normal business hours.

QUARTERLY INSPECTIONS SHALL INCLUDE:

A. Inspection of head-end control equipment, including touch-screen control work stations, programmable logic controllers, remote door control panels, CCTV matrix switcher, CCTV monitors, intercom switching networks, and card access systems central computer and remote controllers, DVD and NVR recorders.

- a. Verify that all connections are secure.
- b. Check and verify all power supply voltages.
- c. Check and confirm readiness of the UPS devices.
- d. Check all battery voltages under load.
- e. Clean, with vacuum or compressed air, all microprocessor based equipment and related computers that are related to the video, security, and card access systems.
- f. Check camera views and focus and correct views that are out of focus or in need of an adjustment.
- g. Verify the operation of the video recording equipment.
- h. Verify proper operation of DVR's and NVR's, including but not limited to, programing and playback quality.
- i. Verify each camera is recording and playing back properly.

B. Inspection of field devices:

- a. Check field devices for secure mounting and connection.
- b. Adjust devices such as camera lenses (as required), etc.

C. Inspection of door locks:

All door locks must be inspected once annually. Building locking devices shall be divided in four groups, with one quarter of the total being inspected quarterly. Provider, with facility staff, will identify the 10 most frequently operated doors and perform preventative maintenance on those doors quarterly.

- a. Remove covers from selected door locks and inspect for worn parts.
- b. Clean and lubricate selected door locks.
- c. Adjust any problem limit switches.

D. Inspection of door control system control panels:

- a. Inspection of all connections for corrosion and assure they are physically secure.
- b. Visually inspect all switches for excessive wear.
- c. Test operation of selected control panel functions such as lamp test.

E. Inspection of card access systems:

- a. Inspect all card reader locations to ensure secure mounting.

- b. Verify proper operation of free egress motion detectors.
- c. Inspect remote controllers/Smarterms and very secure connections.

F. Inspection of Intercom System:

- a. Inspect all intercom amplifiers and switching networks for secure mounting and connections.
- b. Functionally test each intercom amplifier by establishing communications from selected control locations to selected intercom stations.

Equipment to be serviced during each Preventative Maintenance visit includes the following:

- a) All touch-screen computer control panels and associated software and hardware in PSB central control
- b) All touch-screen control panels and associated software and hardware in CCB central control
- c) Visitation control panels and associated hardware and software in both PSB and CCB visitation.
- d) Control panel and associated hardware in PSB central booking.
- e) All headend, PLC's, and control equipment associated with the above panels.
- f) Touch screen and computer control panels on CCB 6-West and 7-West and associated hardware.
- g) All door control system panels.
- h) Switching and control network for CCTV systems, including all associated hardware, including cameras, motors, housings, monitors, DVRs and NVRs, and related PCs.
- i) All DVR/NVR remote viewing and recording stations in PSB/CCB and Courthouse. This includes the video laptop computer.
- j) Visitation phone handsets (not including video visitation equipment).
- k) Intercom systems in all four facilities (CCB, PSB, and Courthouse).
- l) CCB east side cell door systems and control panels.
- m) All manual/mechanical security door locks in all four facilities (CCB, PSB, and Courthouse)
- n) CCB panic alarm security and sound monitoring system – jail-wide.
- o) Motion detectors – jail-wide.
- p) Security card access systems located in all jail facilities.
- q) PSB Card Access control panels, power supplies & battery back-up, card readers, and associated hardware & software.
- r) All cameras in the three facilities. These units are a mix of fixed, PTZ, analog, and IP Cameras.
- s) Vicon brand DVR's and NVR's. All PC viewing/recording works stations and laptop computers integrated into the DVR/NVR networks including flat screen monitors.

- t) Keyboard controllers for the cameras.
- u) Maintenance of air-conditioning units for the equipment rooms.
- v) Camera housing units, motors, wiring, and associated equipment. This includes quarterly cleaning of the lenses of exterior cameras.
- w) Clean and inspect the Courthouse exterior PTZ camera on South Hamilton Street bi-annually, during the months of October and May. This will include obtaining a boom-lift and necessary street closure permit from the City of Madison.

On-Call Repair

- A. PROVIDER will provide 24-hour telephone support in the event of equipment malfunction. In the case of a significant system failure (that it renders the equipment inoperable and interferes with the Dane County Jail's ability to operate in a safe and efficient manner), the Contractor will respond to the site within 2 hours for immediate repair.
- B. For any new hardware/software installation under warranty, the contractor will provide this service for one year, beginning from the date of installation.
- C. PROVIDER shall provide an electronic method for work orders to be sent, received, responded to, and recorded.

SCHEDULE B Pricing Structure and Payment

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. All Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Schedule C checklists shall be submitted with Quarterly maintenance invoices. All invoices for work and equipment not covered by the quarterly maintenance shall also include a detailed accounting of labor and parts.

Email delivery of invoices is encouraged and preferred – see the “Bill to” section of the purchase order. Payment shall be made within 30 days of COUNTY’s receipt of the accepted invoice unless otherwise noted in Schedule B.

| YEAR 1 of CONTRACT 9/1/2024 - 08/31/2025 | | | |
|---|---------------------------|----------------------------|----------------------------|
| ANNUAL FIXED COST FOR QUARTERLY MAINTENANCE --\$63,186.40 | | | |
| Quarter 1 Payment | Quarter 2 Payment | Quarter 3 Payment | Quarter 4 Payment |
| \$15,796.60 | \$15,796.60 | \$15,796.60 | \$15,796.60 |
| 09/01/2024 - 11/30/2024 | 12/1/2024 - 02/28/2025 | 03/01/2025 - 05/31/2025 | 06/01/2025 - 08/31/2025 |
| FIXED HOURLY REPAIR RATE FOR WORK AND EQUIPMENT NOT COVERED BY QUARTERLY MAINTENANCE | | | |
| Hourly Repair Rate | | | \$150.37/hour |
| Hourly Repair Rate for Service After Normal Work Hours (7:30 AM - 4:30 PM Monday - Friday) | | | \$150.37/hour |
| Hourly Repair Rate for Service on Weekends and Holidays | | | \$150.37/hour |
| Parts Price Discount Percentage from List Price | | | 20% |

| YEAR 2 of CONTRACT 9/1/2025 - 08/31/2026 | | | |
|---|---------------------------|----------------------------|----------------------------|
| ANNUAL FIXED COST FOR QUARTERLY MAINTENANCE --\$65,082.00 | | | |
| Quarter 1 Payment | Quarter 2 Payment | Quarter 3 Payment | Quarter 4 Payment |
| \$16,270.50 | \$16,270.50 | \$16,270.50 | \$16,270.50 |
| 09/01/2025 - 11/30/2025 | 12/1/2025 - 02/28/2026 | 03/01/2026 - 05/31/2026 | 06/01/2026 - 08/31/2026 |
| FIXED HOURLY REPAIR RATE FOR WORK AND EQUIPMENT NOT COVERED BY QUARTERLY MAINTENANCE | | | |
| Hourly Repair Rate | | | \$150.37/hour |
| Hourly Repair Rate for Service After Normal Work Hours (7:30 AM - 4:30 PM Monday - Friday) | | | \$150.37/hour |
| Hourly Repair Rate for Service on Weekends and Holidays | | | \$150.37/hour |
| Parts Price Discount Percentage from List Price | | | 20% |
| YEAR 3 of CONTRACT 9/1/2026 - 08/31/2027 | | | |
| ANNUAL FIXED COST FOR QUARTERLY MAINTENANCE --\$67,034.46 | | | |

| Quarter 1 Payment | Quarter 2 Payment | Quarter 3 Payment | Quarter 4 Payment |
|---|---------------------------|----------------------------|----------------------------|
| \$16,758.62 | \$16,758.62 | \$16,758.62 | \$16,758.62 |
| 09/01/2026 - 11/30/2026 | 12/1/2026 - 02/28/2027 | 03/01/2027 - 05/31/2027 | 06/01/2027 - 08/31/2027 |
| FIXED HOURLY REPAIR RATE FOR WORK AND EQUIPMENT NOT COVERED BY QUARTERLY MAINTENANCE | | | |
| Hourly Repair Rate | | | \$150.37/hour |
| Hourly Repair Rate for Service After Normal Work Hours (7:30 AM - 4:30 PM Monday - Friday) | | | \$150.37/hour |
| Hourly Repair Rate for Service on Weekends and Holidays | | | \$150.37/hour |
| Parts Price Discount Percentage from List Price | | | 20% |

INVOICES SHALL BE EMAILED TO: invoices@danesherriff.com

SCHEDULE C Reports

A maintenance checklist shall be provided with an invoice for each quarterly maintenance.

Schedule C -- Check List

All invoices for quarterly preventative maintenance service submitted for payment must include the completed following checklist information for every location as specified in Schedule B of Contract.

| | | |
|-----------------------|---|---|
| PO Number | | |
| Invoice Number | - | - |
| Invoice Date | - | - |

Facility _____

Please check which quarter service applies to:

| | |
|-------------------|-------------------|
| Quarter 1 Date | Quarter 2 Date |
| Quarter 3 Date | Quarter 4 Date |

Total Time in hours, rounded to the nearest 15 minutes, required to complete entire quarterly preventative maintenance for facility: _____

Complete information regarding technician, date of inspection, time-in, and time-out, at bottom of checklist for each specific visit to facility, provide total time for quarterly inspection in space provided above; information is required for invoice reimbursement.

| Description of Service | Pass | Fail | Unusual Condition |
|--|------|------|-------------------|
| Inspection of head-end control equipment, including touch-screen control work stations, programmable logic controllers, remote door control panels, CCTV matrix switcher, CCTV monitors, intercom switching networks, and card access systems central computer and remote controllers, DVD and NVR recorders | | | |
| Inspection and maintenance of field devices | | | |
| Inspection and maintenance of door control system control panels | | | |
| Inspection and maintenance of card access systems | | | |

| | | | |
|--|-------------|-------------|--------------------------|
| Inspection and maintenance of Intercom System | | | |
| All touch-screen computer control panels and associated software and hardware in PSB central control | | | |
| All touchscreen control panels and associated software and hardware in CCB central control | | | |
| Visitation control panels and associated hardware and software in both PSB and CCB visitation | | | |
| Control panel and associated hardware in PSB central booking | | | |
| All head-end, PLC's, and control equipment associated with the above panels | | | |
| Touch screen and computer control panels on CCB 6-West and 7-West and associated hardware | | | |
| All door control system panels | | | |
| Switching and control network for CCTV systems including all associated hardware including cameras, motors, housings and monitors, DVR's and NVR's, and related PC's | | | |
| All DVR/NVR remote viewing and recording stations in PSB/CCB and Courthouse including video laptop computer | | | |
| Description of Service | Pass | Fail | Unusual Condition |
| Visitation phone handsets (not including video visitation equipment) | | | |
| Intercom systems in all four facilities (CCB, PSB, and Courthouse). | | | |
| CCB east side cell door systems and control panels | | | |
| CCB Panic alarm security and sound monitoring system - jail wide | | | |
| All manual/mechanical security door locks in all four facilities (CCB, PSB, and Courthouse) | | | |
| Motion detectors - jail wide | | | |
| Security card access systems - jail-wide | | | |
| PSB Card Access control panels, power supplies & battery back-up, card readers, and associated hardware & software | | | |
| All cameras in the four facilities. These units are a mix of fixed, PTZ, analog and IP cameras | | | |
| Vicon brand DVR's and NVR's. All PC viewing/recording work stations and laptop computers intergraded into the DVR/NVR networks, including flat screen monitors | | | |
| Keyboard controllers for the cameras | | | |
| Camera housing units, motors, wiring, and associated equipment, including quarterly cleaning of lenses of all exterior cameras | | | |

| | | | | |
|---|---------------------------------|----------------------|-----------------------|--|
| <p>Clean and inspect the Courthouse exterior PTZ camera on South Hamilton Street bi-annually, during the months of October and May which includes a boom-lift and necessary street closure permits from the City of Madison</p> | | | | |
| <p>Fail Condition -- indicate why, plan of action to correct, time frame to correct problem, and cost estimate:</p> | | | | |
| <p>Unusual Condition -- indicate why, plan of action to correct, time frame to correct problem, and cost estimate:</p> | | | | |
| <p>Technician _____</p> | <p>Date of Inspection _____</p> | <p>Time In _____</p> | <p>Time Out _____</p> | |
| <p>Technician _____</p> | <p>Date of Inspection _____</p> | <p>Time In _____</p> | <p>Time Out _____</p> | |
| <p>Technician _____</p> | <p>Date of Inspection _____</p> | <p>Time In _____</p> | <p>Time Out _____</p> | |
| <p>Technician _____</p> | <p>Date of Inspection _____</p> | <p>Time In _____</p> | <p>Time Out _____</p> | |

| | | | |
|------------------|--------------------------|---------------|----------------|
| Technician _____ | Date of Inspection _____ | Time In _____ | Time Out _____ |
| Technician _____ | Date of Inspection _____ | Time In _____ | Time Out _____ |
| Technician _____ | Date of Inspection _____ | Time In _____ | Time Out _____ |
| Technician _____ | Date of Inspection _____ | Time In _____ | Time Out _____ |
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