

Dane County Contract Cover Sheet

Revised 01/2022

Res 053
significant

Dept./Division	Emergency Management/Emergency Planning		
Vendor Name	Emergency Communication Services	MUNIS #	30849
Brief Contract Title/Description	Outdoor Warning Siren Installation and Maintenance		
Contract Term	Through May 31, 2028		
Contract Amount	\$1,758,749.86		

Contract # Admin will assign	15109
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	Rick Lange	Name	Bill Van Dyn Hoven
Phone #	608-215-2552	Phone #	920-585-4001
Email	lange@countyofdane.com	Email	bill@siren-service.com
Purchasing Officer	Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 003-PR
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:
	Year	Org:	Obj:	Proj:

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

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 053
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2023

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	
Tubbs Sr, Charles	Digitally signed by Tubbs Sr, Charles Date: 2023.05.18 08:12:11 -05'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 5/18/23 Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, May 18, 2023 8:27 AM
To: Hicklin, Charles; Pabellon, Carlos; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15109
Attachments: 15109.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/18/2023 9:41 AM	Approve: 5/18/2023 9:41 AM
	Pabellon, Carlos	Read: 5/18/2023 8:31 AM	Approve: 5/18/2023 8:48 AM
	Patten (Purchasing), Peter		Approve: 5/18/2023 10:16 AM
	Lowndes, Daniel	Read: 5/18/2023 9:13 AM	Approve: 5/18/2023 3:51 PM
	Stavn, Stephanie	Read: 5/18/2023 3:43 PM	
	Oby, Joe		

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

Contract #15109
Department: Emergency Management
Vendor: Emergency Communication Services
Contract Description: Outdoor Warning Siren Installation & Maintenance (Res 053)
Contract Term: 6/1/23 – 5/31/28
Contract Amount: \$1,758,749.86

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 in accordance with COVID 19 response guidelines.

1 **2023 RES-053**

2 **AWARDING AN AGREEMENT FOR REPLACEMENT AND UPGRADE OF THE HARDWARE**
3 **AND SOFTWARE USED TO MONITOR AND CONTROL DANE COUNTY OUTDOOR**
4 **WARNING SIRENS**

5
6 Dane County issued a Request for Proposals (2023-RFP-003-PR) for replacement and upgrade
7 of the hardware and software used to monitor and control the County's 141 outdoor warning
8 sirens.

9 Eight responses to the RFP from five different vendors were received. The proposals have
10 been evaluated and the evaluation team, comprised of current and former staff from the Dane
11 County Department of Emergency Management, finds the proposal from Emergency
12 Communication Systems to be the most advantageous to the County.

13 The term of the contract is from June 1, 2023 to May 31, 2028. The annual software support
14 and hosting services cost is \$6000 per year for the term of the contract.

15 The debt issued to support the project will have a term of 10 years.

16 NOW, THEREFORE, BE IT RESOLVED that the purchase of services agreement with
17 Emergency Communication Services, in the amount of \$1,758,749.86, be approved and that the
18 County Executive and the County Clerk be authorized and directed to sign the contract.

19 BE IT FURTHER RESOLVED that the Department of Emergency Management be directed to
20 ensure complete performance of the Agreement.

DANE COUNTY CONTRACT # 15109

Revised 06/2021



Department: Emergency Management
Emergency Communication
Provider: Services
Expiration Date: May 31, 2028
Maximum Cost: \$1,758,749.86

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 Emergency Communication Services (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 115 W Doty Street, Room 2107, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing and installing an Outdoor Warning Siren Control System and providing system maintenance and support; and

WHEREAS PROVIDER, whose address is 1750 Hamilton Court, Little Chute, WI 54140, 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.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

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

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached 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 such reproduction was made by each party 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:

Bill Van Dyn Hoven Digitally signed by Bill Van Dyn Hoven
Date: 2023.05.17 15:23:13 -05'00'

5/17/2023

Bill Van Dyn Hoven
Vice President

Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

Scope of Services

PROVIDER will provide, install, configure and test a new outdoor warning siren control system as outlined below as well as according to the system and component descriptions within the PROVIDER's response (Proposal #1) submitted to RFP# 2023-RFP-003-PR Outdoor Warning Siren Control System.

1. Overview

The scope of services and expected components of the project include the following. These are further specified in this schedule and in the PROVIDER's response (Proposal #1) to the RFP:

- a. Installation, configuration, and testing of the central controls that serve as the administrative and operator interface to the siren system. This includes all hardware and software associated with a turnkey operation of the Commander on Premise application at three County locations and the CommanderOne cloud based application. System configuration includes all standard features of these applications as well as County-specified weather filters and automated siren activation based on County-identified siren coverage buffers.
- b. Decommissioning and complete removal of all existing control equipment at each of the 141 siren sites.
- c. Installation and configuration of new site controls at each of the 141 siren sites across the County. This includes a full cabinet replacement at each site with all new 48VDC siren battery chargers, rotation and chopper contactors, control boards, sensors, and enclosures. One DCFCTBDU control cabinet will be installed per siren pole, with the exception of the three AC only sites and the 72 VDC site which will utilize an FCTBDU unit.
- d. Acceptance testing to include failure-scenario testing of the site controls and central control system, routine testing of field units as they are brought on-line, testing of all features and components of the CommanderOne/Commander on Premise control system, and monthly first-Wednesday siren tests.
- e. Transitioning from the existing control system will utilize a separate, PROVIDER acquired radio frequency in order to avoid radio system conflicts while both systems are live. The PROVIDER will utilize the DigiPeat feature if direct radio communications are not possible due to radio coverage issues. The separate radio frequency and the DigiPeat feature will be used only during the transition process. When the transition is completed, the PROVIDER will reprogram all radios to communicate on the existing County-operated UHF repeater system.
- f. Training and user manuals.
- g. On-going support and system maintenance. This includes a five-year warranty on all equipment installed at each of the 141 siren sites.
- h. Spare equipment – Five fully setup, complete site control units including radio, antenna, feedline, cables, connectors, and cabinets.

2. System Reliability & Security

- a. Dane County can utilize Windows login and passwords per their own requirements. Commander software can be set with usernames and passwords and lockout of nearly any function in the system. Optional UL 2572 security (12-character password minimum, 5 attempt lockout) can also be configured.
- b. AES 256 bit encryption and time-based security are utilized for over air transmissions.
- c. CommanderOne includes all software maintenance, updates/upgrades, patches, etc., as needed.

3. Implementation & Configuration Services

- a. PROVIDER will utilize Federal Signal as a subcontractor (hereafter "SUBCONTRACTOR") on this project to verify all COUNTY needs, preferences, and expectations are met or exceeded.
- b. A turnkey emergency warning siren system that meets or exceeds all defined specifications and performance levels will be implemented by PROVIDER and SUBCONTRACTOR. Factory-trained personnel will perform system design, installation, testing, and training for this project. Communication will be maintained with the designated COUNTY project staff members throughout the entirety of the project and beyond.

Upon issuance of a purchase order, PROVIDER will confirm final account setup details and preferences with COUNTY. SUBCONTRACTOR completes a product test on all equipment before shipping. All parts and equipment will be sent to PROVIDER's shop located in Little Chute, WI. At this point an Internal Acceptance Testing process (IAT) will be conducted. All controllers will be preassigned and programmed to the designated RTU prior to leaving PROVIDER's shop for installation in Dane County.

- c. SUBCONTRACTOR siren control hardware does not permit for physical customization, but hardware functionality can be configured via control software.

CommanderOne/Commander Software GUI screens are customizable as are control/monitoring functions within the software. All other aspects within operation of software are proprietary.

4. Project Plan & Timeline

a. Initiation Phase

- i. Upon execution of this contract, a detailed project review will be conducted with COUNTY to verify that the design approach and expected results are in line with expectations. Once PROVIDER receives the purchase order from COUNTY, SUBCONTRACTOR will assign the project into their system. The final project plan and schedule will be monitored and regular status updates will be provided to the COUNTY throughout the project. In conjunction with this process, production will be scheduled.

b. Manufacturing

i. Weeks 1 – 6.

During the manufacturing stage, SUBCONTRACTOR will manufacture and assemble the equipment and production test the siren controls and control point equipment.

c. Equipment Delivery and IAT

i. Weeks 6 – 8.

Equipment will begin to arrive at the PROVIDER's shop. PROVIDER will complete Internal Acceptance Testing to ensure that the equipment is operating properly. The equipment will also go through programming and pre-field set up prior to sending equipment out for installation.

d. Installation

i. Week 8: Phase 1 of Installation.

Install all three base stations, PC's, and SS2000+ at the desired locations listed in the RFP (4.8). Phase 1 will also include creating CommanderOne login accounts with administration and user contact information provided by COUNTY. Training on operation of the system for administrators and users will be completed during this phase prior to replacing current siren RTU controls. Competency and understanding of the new system will be verified prior to installation of new siren controls to ensure a smooth and reliable transition.

ii. Week 9 – 21: Phase 2 of Installation.

PROVIDER will deploy multiple crews to Dane County to begin removing and replacing the existing controls.

Each week, PROVIDER will replace 12 or more controls until the project has been completed. Estimated installation timeline will occur over the course of 3 months, dependent on appropriate and safe weather conditions.

e. Transition Process

i. All sirens will be operational and will be monitored and activated off of both the old and new system until the full installation is completed. The only time a siren will be non-operational will be during the time of each separate cabinet replacement. This process will take no longer than 24 hours to disconnect, remove, install and reconnect the new equipment to bring the siren back online.

ii. PROVIDER will maintain close communications with the COUNTY to relay when sirens will be on and offline. In the event of severe weather approaching, installation can be postponed at the request of the COUNTY to be sure the community is never without notification.

f. Acceptance Testing

i. COUNTY will withhold 5% of the control system project's value as shown in Schedule B until acceptance testing is completed and formally accepted by COUNTY.

ii. As the control upgrade is completed at each of the 141 siren sites, The PROVIDER will perform a comprehensive field test of the new siren site controller. This must test all functions of the new installation to assure the unit is working properly, including a range of siren component failure scenarios. Field testing must be coordinated with Dane County Emergency Management personnel.

iii. At minimum, Acceptance Testing of the central control system shall include:

- a.** Delivery, installation, and configuration of all hardware and software.
- b.** Successful testing of all required and proposed functions.
- c.** Testing of system component failure scenarios, redundancy of operations, and fail-over procedures.

- d. Successful demonstration that the control system's performance and capacity meets the COUNTY's requirements; and in accordance with PROVIDER's documentation and proposed capabilities.
- iv. When the system configuration and installation is complete, the PROVIDER shall inform Dane County Emergency Management that the system is operating. Upon receipt of this notification and agreement by Dane County Emergency Management that the system has been successfully installed, a 60-day Acceptance Period will begin. During this time, Dane County Emergency Management will perform a series of tests to determine that the system is operating according to specifications. The major conditions for acceptance are as follows:
 - a. All new provided central control system and site control components, (including the new 48VDC siren battery chargers and rotation and chopper contactors) must operate properly for two sequential monthly tests. Dane County Emergency Management tests the sirens once a month. Dane County Emergency Management must get 100% performance of the new equipment two months in a row. Dane County Emergency Management also expects 100% performance in the event of an actual emergency activation during this time period.
 - b. Failure to meet the performance testing requirements will result in re-establishing a new 60-day Acceptance Period, beginning at the time of failure.
 - c. If testing results prove inadequate, the PROVIDER will take immediate action to repair or replace the faulty equipment. This shall be done at no expense to Dane County Emergency Management. As further set forth in Section 8 of this Schedule A, the system warranty period shall begin at the end of the Acceptance Period.

5. Current System Equipment & Components – Removal and Disposal

- a. All ATI manufactured equipment and components of the current system that is being replaced will be delivered to a Dane County Emergency Management location by the PROVIDER. All other equipment or components will be removed and properly disposed of by PROVIDER.
- b. COUNTY may exercise the option to have PROVIDER dispose of all equipment or components of the current system being replaced.

6. Manuals & Training

- a. PROVIDER and SUBCONTRACTOR will conduct two separate training courses with COUNTY. One will be for the administrative features and the second will be for simplified user features. These trainings are tailored to meet the needs of the attendees and ensure their understanding of the software and system. PROVIDER will also include a step-by-step manual using screenshots from the installed system for the COUNTY to keep as a hard copy. Paper and digital files for all manuals will be provided. PROVIDER is available to assist with additional trainings as requested, to assist with annual refresher courses, new employee trainings, etc. Up to two trainings per year will be provided at no additional cost.

7. System Maintenance & Support

- a. Telephone support will be available 24 hours per day, 7 days per week and 365 days per year.

- b. During normal business hours, SUBCONTRACTOR will be available for support at 1-800-524-3021.
- c. Assistance outside of regular business hours will be handled with PROVIDER with direct contact to their Vice President, Bill Van Dyn Hoven at 1-920-585-4001.
 - i. Support will include unlimited telephone, email, and remote administrative support for the provided hardware and software during normal business hours, an immediate response to high priority and critical situations where any component of the system hardware, software and CAP monitoring systems become inoperable, and support for reporting and troubleshooting, configuration, maintenance and software updates.
 - ii. Depending on the severity of a given issue, a reasonable timeline will be provided and agreed upon between PROVIDER and COUNTY to provide the fastest resolution.
- d. SUBCONTRACTOR will perform updates and modifications to the provided applications when needed for security upgrades, bug fixes, software updates, etc. at no additional cost to COUNTY.

8. Warranty (Manufacturer)

- a. Notwithstanding anything to contrary contained herein, all warranties set forth on the next page shall begin at the end of the acceptance period, and not on the date of manufacture or date of delivery.
- b. All other terms of the warranty set forth on the next page, including the applicable coverage and period of each warranty, shall apply.

LIMITED WARRANTY— schedule of products

Federal Signal Corporation – Public Safety Systems Division (Police, Fire/EMS, Work Truck)

	Warranty Period for Parts replacement from the date of manufacture stamped on the product	Warranty period for Factory Labor from the date of delivery to the first user-purchaser
STANDARD WARRANTY COVERAGE		
AUDIBLE		
Mounts, brackets, all other products not specifically listed below	3 years	3 years
Speakers	2 years	1 year
Platinum 3000 Series	5 years	5 years
Pathfinder	5 years	5 years
LED Products		
All LED (Light Emitting Diode) products unless otherwise noted	5 years	5 years
LED rotating light assemblies from all light bars and beacons	5 years	5 years
MicroPulse LED lights (shipped prior to January 1, 2021)	3 years	3 years
MicroPulse LED lights (shipped on or after January 1, 2021)	5 years	5 years
416300 Series (shipped prior to January 1, 2021)	3 years	3 years
416300 Series (shipped on or after January 1, 2021)	5 years	5 years
MB1 LED Message Board	3 years	3 years
Commander Series Flex	3 years	3 years
COM550, COM750, COM1200	3 years	3 years
4200S, 4200S SignalMaster, 4200S SignalMaster Arrow	3 years	3 years
8200S, 8200S Signal Master, 8200S SignalMaster Arrow	3 years	3 years
COMFL Blue Forklift LED	2 years	2 years
SignalTech Lights	3 years	3 years
ICON Series	3 years	3 years
STROBE PRODUCTS		
Strobe flash tubes	1 year	1 year
OTHER PRODUCTS		
Littlite Map lights	5-year warranty on LED components Limited lifetime warranty on mechanical components	5-year warranty on LED components Limited lifetime warranty on mechanical components
Reverse Camera/Monitor Systems	3 years	3 years
Stinger Spike Systems	5 years	5 years
Perimeter Light Programmer	1 year	1 year
DOT Flasher, Mounting Boxes, and Heated Lens	3 years	3 years
Atkinson Dynamics Intercoms	2 years	1 year
Switch Boxes SW200, SW300, SW400SS	3 years	3 years
Note: Domes, lenses, lamps, and batteries are NOT covered under warranty.		

Federal Signal Corporation – Systems Division

PRODUCT*	WARRANTY PERIOD FOR PARTS REPLACEMENT AND FACTORY PERFORMED LABOR**
MECHANICAL SIRENS	
Mechanical Sirens	5 years parts and labor from date of delivery, return to factory for service
ELECTRONIC SIRENS	
MOD Series	2 years parts and labor from date of delivery, return to factory for service
DSA Series	
CONTROLLERS	
SS2000+	5 years parts and labor from date of delivery, return to factory for service
FC Series	
DC Series	
UltraVoice Series	
Speakers	
Informers	1 year parts and labor from date of delivery, return to factory for service
IP Speakers	
100 W Speakers	
ECHO INTERCOMS	
ECHO Intercoms	5 years parts and labor from date of delivery, return to factory for service
OEM PRODUCTS	
PC Equipment	Federal Signal utilizes the original manufacturer's warranty
Field Devices	
Batteries	
UPS Systems	
PABX Systems	
Base Stations	
Solar Equipment	
PAGA	
PAGA	18 months from shipment or 12 months from commissioning system field acceptance whichever is sooner covering parts and labor, return to factory for service
SOFTWARE	
Commander	For more information, click here to refer to the Commander End User License Agreement.
CommanderOne	For more information, click here to refer to the CommanderOne End User License Agreement.

Federal Signal offers extended warranties and software maintenance agreements – contact Federal Signal for further information

****On-site services not included**

***** Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded**

When Federal Signal has provided a turn-key installation including optimization and/or commissioning services, Federal Signal will provide on-site warranty service during the first 60-days after completion of the installation.

Federal Signal Corporation – Signaling Division

PRODUCT TYPE	WARRANTY PERIOD FOR PARTS REPAIR OR REPLACEMENT	
VISUAL SIGNALS		
Battery Powered Lights	5 years parts and labor from date of delivery. Return to factory for service.	
Incandescent Beacons		
LED Beacons		
Panel Mount Lights		
Status Indicators/Stack Lights		
Strobe Beacons		
AUDIBLE DEVICES		
Back-up Alarms	5 years parts and labor from date of delivery. Return to factory for service.	
Bells		
Horns		
Intercoms (excludes Atkinson Dynamics)		
Sirens (Model A, L, eSiren)		
Sounders		
Speakers		
Voice Guns		
MISCELLANEOUS		
Amplifiers	5 years parts and labor from date of delivery. Return to factory for service.	
Audible/Visual Combination Signals		
Audible and Visual Accessories		
AudioMaster products		
Audio Routers		
Extension Ringers		
Fire Alarms		
Initiating Devices		
Mounts and Brackets		
Power Supplies		
SelecTone® Tone Modules, Connector Kits, Controllers and Command Units		
ATKINSON DYNAMICS		
Intercoms		2 years parts and labor from date of delivery. Return to factory for service.
Speakers		
FOR ALL RETURNS TO FACTORY FOR SERVICE, CONTACT FACTORY AT 708-534-4756, OR BY EMAIL IORDERSUO@FEDSIG.COM		

9. Preventative Maintenance Services

- a. Preventative Maintenance (PM) Services shall be provided at any siren location that has not received PM in the past two years.
- b. Work hours spent at each location must be accurately tracked by PROVIDER and billed according to Schedule B.

SCHEDULE B

Pricing Structure and Payment

1. Pricing Structure:

#	Description	QTY	UOM	Unit Cost	Total
1	Siren system central controls, includes all required hardware and software, system engineering, configuration, and installation at site locations specified in the RFP. * **	141	Per Site	\$9,613.73	\$1,355,535.93
2	Decommissioning of existing site control equipment and installation of new site controls at each of the 141 siren sites across the county.	141	Per Site	\$0.00	\$0.00
3	Spare Equipment – 5 fully setup, complete site control units	5	Per Unit	\$7,049.82	\$35,249.10
4	Training and User Manuals (includes up to 2 trainings per year after implementation)	1	Each	\$0.00	\$0.00
5	OPTION - Master Locks 6121	550	EA	\$23.89	\$13,139.50
6	OPTION - X-DAS3-EL, IPAWS decoder with 2 output contacts	3	EA	\$2,195.00	\$6,585.00
7	*Kenwood Radio Option Instead of Motorola	\$73,000 savings - incorporated into #1 unit cost			
8	**Acceptance Testing - 5% of contract amount excluding PM and Maintenance/Support (incorporated into #1 unit cost)	5% - incorporated into #1 unit cost			\$74,240.54
Total					\$1,484,750.07

#	Description	QTY	UOM	Unit Cost	Total
9	Preventative Maintenance Services (Billed at \$125.00 per hour + 20% markup over cost for parts)			Not To Exceed	\$250,000.00
Total					\$250,000.00

#	Description	QTY	UOM	Unit Cost	Total
10	Annual Maintenance and Support Contract Year 1	1	Per Year	\$0.00	\$0.00
11	Annual Maintenance and Support Contract Year 2	1	Per Year	\$6,000.00	\$6,000.00
12	Annual Maintenance and Support Contract Year 3	1	Per Year	\$6,000.00	\$6,000.00
13	Annual Maintenance and Support Contract Year 4	1	Per Year	\$6,000.00	\$6,000.00
14	Annual Maintenance and Support Contract Year 5	1	Per Year	\$6,000.00	\$6,000.00
15	Perform updates and modifications to the provided applications when needed for security upgrades, bug fixes, software updates, etc.		As Needed	\$0.00	\$0.00
Total					\$24,000.00

Grand Total (all sections)					\$1,758,749.86
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2. Invoices/Payment:

- a. PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein.
- b. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order.
- c. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.
- d. All billing for Preventative Maintenance Services must be split out and itemized on the invoice. Work hours spent at each location for Preventative Maintenance must be accurately tracked by PROVIDER.