

# REQUEST FOR PROPOSAL

2025-RFP-019

## JAIL RESIDENT COMMUNICATION SERVICES (PHONE, TABLET, VISITATION & MAIL SCANNING)

County of Dane

City-County Building, Room 425, 53703

Madison, WI 53703



RELEASE DATE: January 22, 2025

DEADLINE FOR QUESTIONS: February 27, 2025

RESPONSE DEADLINE: March 14, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/countyofdane>

County of Dane  
REQUEST FOR PROPOSAL

Jail Resident Communication Services (Phone, Tablet, Visitation & Mail  
Scanning)

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## 1. Introduction

### 1.1. Summary

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal according to the specifications set forth within this document.

The County intends to use the results of this process to award a contract or issue a purchase order for the product(s) and/or service(s) stated: Digital Resident Telephone, Tablet, and Video Visitation System & Services at the Dane County Jail.

The Dane County Purchasing Division is the sole point of contact for questions and issues that may arise during the RFP process.

The Dane County Sheriff's Office defines and describes the individuals housed in our facility as **residents** rather than **inmates**. Please consider this throughout this document when you see the word "resident."

### 1.2. Contact Information

**Megan Rogan**

Purchasing Officer

Email: [rogan.megan@countyofdane.com](mailto:rogan.megan@countyofdane.com)

Phone: [\(608\) 283-1487](tel:(608)283-1487)

**Department:**

Sheriff

### 1.3. Timeline

<b>Release Project Date</b>	January 22, 2025
<b>Vendor Conference (Mandatory)</b>	February 3, 2025, 9:00am Dane County Public Safety Building 115 W. Doty St. 2nd Floor (Room 2000) - Check in at the Reception Desk Madison, WI 53703  **A Site Visit - Temporary 1 Day Access/Registration Form must be completed and emailed to Megan Rogan at <a href="mailto:rogan.megan@danecounty.gov">rogan.megan@danecounty.gov</a> , by no later than Monday, January 27th in order to participate in the vendor conference. A copy of the form is provided in the "Attachments" section of this RFP posting.**

<b>Question Submission Deadline</b>	February 27, 2025, 2:00pm
<b>Question Response Deadline</b>	March 5, 2025, 2:00pm
<b>Proposal Submission Deadline</b>	March 14, 2025, 2:00pm

## 2. RFP Guidelines and Overview

### 2.1. GENERAL SOLICITATION PROCESS

#### 1. REASONABLE ACCOMMODATIONS

1. The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a vendor conference or site visit, contact the Purchasing Officer listed or call WI Relay 711 for TDD Services.

#### 2. VENDOR REGISTRATION

1. Interested vendors are **required** to register at the County's [eProcurement Portal](#). Registration is free and will ensure that you receive notifications of solicitations that match your profile and category codes as well as providing the County with up-to-date company contact information.
2. Once registered, please double check to make sure your vendor information including commodity codes is up-to-date by signing into your account at the County's [eProcurement Portal](#).

#### 3. CALENDAR OF EVENTS

1. Specific and estimated dates and times of actions related to this solicitation are listed in the timeline in the Introduction Section. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Dane County [eProcurement Portal](#).

#### 4. CLARIFICATION OF THE SPECIFICATIONS / QUESTIONS

1. All inquiries concerning this solicitation must be submitted via the County's [eProcurement Portal](#).
2. Questions must be submitted before 2:00 pm on Thursday, February 27, 2025.
  1. Requests submitted after that time frame will not be considered.
3. Proposers are expected to raise any questions, exceptions, or additions they have concerning the solicitation at this point in the process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the proposer should immediately notify the contact person of such error and request modification or clarification to the solicitation document.
4. Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals

listed as County contacts on this solicitation is authorized to provide any information or respond to any question or inquiry concerning this solicitation.

## 5. ADDENDA & REVISIONS

1. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this bid, addenda and/or supplements will be posted via the County's [eProcurement Portal](#). Bidders are responsible to regularly monitor the web site for any such postings. It is recommended to check the [eProcurement Portal](#) for addenda prior to submitting a proposal. Bidders must acknowledge the receipt/review of any addenda via the [eProcurement Portal](#).
2. The Purchasing Division has the sole authority for modifications to specifications and/or the solicitation document.

## 6. INSPECTION OF PREMISES/VENDOR SITE VISIT - when applicable

1. When applicable, bidder's may inspect site(s) prior to submitting bids to determine all requirements associated with the project by contacting Megan Rogan. Failure to do so will in no way relieve the successful bidder from the necessity of providing, without additional cost to the County, all necessary services that may be required to carry out the intent of the resulting contract.

## 2.2. BID / PROPOSAL SUBMISSION

**Dane County strongly encourages all vendors to submit proposals well in advance of the solicitation deadline. By doing so, if there are any technical difficulties, there is time to attempt to resolve the situation before the deadline. Late bids will not be accepted.**

If there are technical difficulties while trying to submit, first, contact OpenGov Support by clicking into the small blue circle on the bottom, right side of your screen while logged into the OpenGov system.

### 1. SUBMITTAL INSTRUCTIONS

1. Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.
2. Proposals must be submitted via the County's [eProcurement Portal](#) before 2:00 pm on Friday, March 14, 2025. Late, faxed, mailed, hand-delivered, or incomplete proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this solicitation.
3. To Submit a Proposal:
  1. Register at the County's eProcurement Portal at <https://procurement.opengov.com/portal/countyofdane>

2. Click on the green "+Subscribe" button on the left side of the screen and proceed to create an account or sign in if an account already exists.
3. Once registered, click on the "draft" button to draft your proposal.
4. Provide company information
5. Complete the entire Vendor Questionnaire
6. Where indicated, upload the required documents.
7. The file upload status can be seen for each document uploaded.
8. Confirm all files have been uploaded
9. Review your work and click on "submit" proposal
10. Acknowledge any addenda

## 2. MULTIPLE PROPOSALS & ACCEPTANCE

1. **Multiple proposals from a vendor will be permissible; however, the proposer must create separate accounts with separate log-in sequences, emails, and passwords on the County's [eProcurement Portal](#).** Each such proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc.
2. Please message [procurementsupport@opengov.com](mailto:procurementsupport@opengov.com) with any questions regarding set up.

## 3. GENERAL INSTRUCTIONS ON SUBMITTING COST PROPOSALS

1. The Cost Proposal section of this solicitation will either be incorporated into the system as a Pricing Table or as a separate Cost Proposal Attachment that must be downloaded, completed, saved, and uploaded to the Vendor Questionnaire section.
2. Price(s) quoted shall include all labor, materials, equipment, shipping and other costs and conditions outlined within the bid. Pricing shall remain fixed.

## 4. RIGHT TO REJECT PROPOSALS & NEGOTIATE CONTRACT TERMS

1. The County reserves the right to accept any part of a submission deemed to be in the best interest of the County and to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

### 2.3. [VENDOR QUESTIONNAIRE DEFINITIONS](#)

#### 1. LOCAL VENDOR PURCHASING PREFERENCE - [applicable to RFBs](#) - **DOES NOT APPLY TO PUBLIC WORKS BIDS**

1. Under Dane County Ordinance 25.08(11)(c-e), a Locally Based and Owned Vendor, Locally Operated Vendor, or Non-Locally Operated Vendor may be invited to match the low bid if the low bid is offered by a vendor that is not identified as a Locally Based and Owned Vendor, Locally Operated Vendor, or Non-Locally Operated Vendor according to Dane County Ordinance requirements. Local Vendor Preferences do not apply to bids for sand, gravel, salt, asphalt and concrete.

**Locally Based and Owned Vendors:**

1. When bids are reviewed, the County will determine if a Locally Based and Owned Vendor responding to the bid is the low bidder. If a Locally Based and Owned Vendor is the low bidder, they will be awarded the bid.
2. If a Locally Based and Owned Vendor is not the low bidder but is within 15% of the low bid, the County will contact the Locally Based and Owned Vendor and provide that vendor the option of matching the low bid price.
3. If no Locally Based and Owned Vendors are among the responding bidders, or the Locally Based and Owned Vendor declines to match the low bid, then the County will determine if a Locally Operated Vendor has responded to the bid.

**Locally Operated Vendors:**

4. If a Locally Operated Vendor is within 10% of the low bid, the County will contact the Locally Operated Vendor and provide that vendor the option of matching the low bid price.
5. If no Locally Operated Vendors are among the responding bidders, or the Locally Operated Vendor declines to match the low bid, then the County will determine if a Non-Locally Operated Vendor has responded to the bid.

**Non-Locally Operated Vendors:**

6. If a Non-Locally Operated Vendor is within 5% of the low bid, the County will contact the Non-Locally Operated Vendor and provide that vendor the option of matching the low bid price.
7. If no Non-Locally Operated Vendors are among the responding bidders, or the Non-Locally Operated Vendor declines to match the low bid, then the County will award the bid to the low bidder without regard to the location of the vendor.

**2. LOCAL VENDOR PURCHASING PREFERENCE - applicable to RFPs - DOES NOT APPLY TO PUBLIC WORKS BIDS**

1. Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.
  1. County ordinance provides that a local vendor (within Dane County) automatically receive five points toward the evaluation score.
  2. County ordinance provides that vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

### **3. LOCAL CONTENT VENDOR PREFERENCE - generally only applicable to RFBs - DOES NOT APPLY TO PUBLIC WORKS BIDS**

1. Under Dane County Ordinance 25.08(4)(f-j), bidders offering goods made in Dane County, its surrounding counties, or the State of Wisconsin receive a price preference on sealed bid solicitations. Bids are first evaluated to determine if any bidders are offering products that qualify as Dane County-Made Goods, Regionally-Made Goods, or Wisconsin-Made Goods. Local Vendor Preferences do not apply to bids for sand, gravel, salt, asphalt and concrete.
2. A bidder offering Dane County-Made Goods will be considered the successful bidder if their price is up to 15% higher than the low bid for goods that are not Dane County-Made Goods. If no vendors meet this criteria, then the County will determine if any bidder is offering Regionally-Made Goods. If so, then such a bidder will be considered successful if their price is up to 12.5% higher than the low bid for goods that are not Regionally-Made Goods. If no vendors meet this criteria, then the County will determine if any bidder is offering Wisconsin-Made Goods. If so, that bidder will be considered successful if their price is up to 10% higher than the low bid for goods that are not Wisconsin-Made Goods. If no vendors are offering Dane County-Made, Regionally-Made, or Wisconsin-Made Goods, then the County will evaluate the low bid without regard to the content of the goods.

### **4. FAIR LABOR PRACTICES CERTIFICATION**

1. Dane County Ord. 25.09 (1) is as follows:
  1. (28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.
  2. If a company indicates that they have been found by the NLRB or WERC to have such a violation in the Vendor Questionnaire section, a copy of any relevant information regarding such violation with is required to be uploaded with the bid submission.
  3. Additional information about the NLRB and WERC can be found using the following links: [www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>.

### **5. COOPERATIVE PURCHASING**

1. Participating in cooperative purchasing gives vendors the opportunity for additional sales without additional bidding. Municipalities and state agencies use cooperative purchasing to expedite purchases. A "municipality" is defined as any county, city, village, town, school district,

board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (20, Wis. Stats.

2. In the Vendor Questionnaire section, you will have the opportunity to participate in allowing municipalities and state agencies to piggyback this bid. Participation is not mandatory. A vendor's decision on participating in this service has no effect on awarding the bid.
3. Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

#### 6. DESIGNATION OF CONFIDENTIAL & PROPRIETY INFORMATION - generally only applicable to RFPs

1. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Vendor Information Attachment under the "Designation of Confidential and Proprietary Information" section.
2. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).
3. Submitted pricing will always become public information when proposals are opened and therefore cannot be designated as confidential.
4. Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:
  1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
  2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.
5. To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.
6. In the event the Designation of Confidentiality of this information is challenged, is required to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.
7. Failure to designate confidential and proprietary information within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment may

mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment.

## 2.4. EVALUATION

### 1. PRELIMINARY EVALUATION

1. The proposals will first be reviewed to determine if all applicable requirements are met. Failure to meet mandatory requirements may result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in the solicitation.

### 2. PROPOSAL SCORING - applicable to RFPs

1. Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria in the evaluation section of the RFP posting. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require a Phase 2 Evaluation which may include oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores. RFP Cost Proposal's will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

### 3. ORAL PRESENTATIONS/INTERVIEW - applicable to RFPs

1. Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

## 2.5. AWARD

### 1. RFB AWARD

1. The County will award the bid to the most responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County may consider criteria such as, but not limited to, cost, bidder's past performance and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, references, the extent to which the bidder's staff or services meet the County's needs, bidder's past relationship with the County, total long term cost to the County, fleet continuity and any other relevant criteria listed in this solicitation.

2. A resulting award and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any Subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract.

## 2. RFP AWARD

1. An RFP award will typically be granted in one of two ways.
  1. The award may be granted to the highest scoring responsive and responsible proposer.
  2. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.
2. A resulting award and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any Subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract.

## 3. PAYMENT TERMS AND INVOICING

1. Unless otherwise agreed upon in writing, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. **Invoices presented for payment shall be submitted to via email to the Department Invoice Email Address shown on the Bill To section of the PO issued. The Dane County purchase order number must be noted on the submitted invoice.**
2. Other incidental or standard industry charges not identified herein, are not allowed under this contract. Miscellaneous service charges used to help the Contractor pay various fluctuating current and future costs are not allowed. These charges include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services.

## 4. NOTIFICATION OF INTENT TO AWARD

1. Upon finalizing the award, a notification email may be sent via the OpenGov system showing the awarded vendor(s).
2. As a courtesy, the County may send a Notice of Intent letter to responding vendors at the time of the award. - applicable to RFPs

3. Written notice of award to a vendor in the form of a purchase order or other document, mailed or emailed to the address shown on the bid will be considered sufficient notice of acceptance of bid.

#### 5. CERTIFICATE OF INSURANCE

1. The successful vendor is required to submit to Dane County a Certificate of Insurance prior to performing any work under this contract. The certificate is required prior to issuance of purchase order. See Section 22.0 Insurance Responsibility in the Standard Terms & Conditions.
2. Please contact your insurance representative to issue an Additional Insured Endorsement naming County of Dane, a municipal corporation, its boards, commissions, agencies, officers, employees and representatives listed as an ADDITIONAL INSURED on the General Liability policy.
3. Indicate mailing address as:
  - o County of Dane  
Risk Management  
City County Building Room 425  
210 Martin Luther King Jr., Blvd.  
Madison, WI 53703
4. Please inform your insurance representative that you have agreed to provide us with 30 Days written notice in the event of cancellation for any reason before the expiration date of your policy or policies.
5. Call 608-266-4965 with any questions.

#### 6. PERMITS & LICENSES

1. The Contractor selected under this bid shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract.
2. Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Wisconsin and Federal laws, and shall assume liability for all applicable taxes.

#### 7. SATISFACTORY WORK

1. Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

## 8. GOVERNMENT STANDARDS

1. All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

## 9. DANE COUNTY SUSTAINABILITY PRINCIPLES

1. On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:
  - Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
  - Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
  - Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
  - Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

## 2.6. CONTRACTING

### 1. CONTRACT/PROJECT ADMINISTRATION

1. The County department(s) utilizing the service will be responsible for drafting, coordinating, monitoring and administering the resulting service contract/purchase order. The department shall be responsible for notifying the awarded vendor about contract renewals or extensions. Any modifications or additions to the contract(s)/purchase order(s) shall be communicated by the department to the Purchasing Division.

### 2. CONTRACT ASSIGNMENT - SUBCONTRACTORS

1. A resulting contract and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract.

### 3. CONTRACT ADDITIONS

1. The County reserves the right to add new items and locations at a price conforming to other like items on the contract. The procedure for such additions shall be as follows:

1. The County Purchasing Officer will contact the vendor requesting pricing for the item(s) to be added.
  2. The vendor, within three working days, should respond in writing and include the bid number, contract period and the price for each item or service to be provided.
  3. Upon receipt, the County shall issue a Change Order adding the service or product(s) to the Contract or Purchase Order.
2. *The County reserves the right to accept or reject prices and obtain bids on the open market for these add ons.*
  3. *When applicable, Contractor may be required to sign a Dane County Contract.*

#### 4. CONTRACT TERMINATION

1. If for any reason the successful contractor fails to fulfill the requirements of the contract for providing the specified services, the County shall have the right to cancel the contract at any time and negotiate for the services with another contractor.

### 3. Contract Term

The contract shall be effective on the date indicated on the Dane County Purchase Order or the Dane County Contract execution date. The initial term length and renewal terms available are estimates only and are subject to change.

*If applicable, any optional or renewal terms are not automatic extensions. Renewal terms must be agreed upon mutually by Dane County and Contractor.*

#### **Anticipated Terms (Calendar Dates)**

**Term 1:** May 1, 2025 - April 30, 2026

**Term 2:** May 1, 2026 - April 30, 2027

**Term 3:** May 1, 2027 - April 30, 2028

**Term 4:** May 1, 2028 - April 30, 2029

**Term 5:** May 1, 2029 - April 30, 2030

## 4. Project Overview & Scope of Work

The following definitions and links are used throughout the RFP.

**County:** Dane County

**County Agency:** Department/Division utilizing the service or product.

**Dane County Purchasing website:** <https://www.danepurchasing.com/>

**Proposer/Vendor/Firm/Contractor:** a company submitting a proposal in response to this RFP.

### 4.1. PROJECT OVERVIEW

Dane County is requesting proposals to provide a Digital Resident Telephone, Tablet, and Video Visitation System & Services at the Dane County Jail. Dane County is interested in receiving proposals that provide a fully operational system, which includes all phone, tablet and video visitation services at the lowest cost possible for residents for all calls and visits processed by coin-less telephones, tablets, kiosks and/or visitation stations, as well as an administrator to monitor day-to-day operations. Mail scanning should also be included in the proposal.

Under the current contract to provide this service, the single primary contractor has end-to-end network and equipment responsibilities. Sub-contractor relationships will be permitted as needed to obtain and maintain end-to-end network service. Multiple wireless networks with sufficient bandwidth, including a confidential network for medical and mental health providers, are needed

Dane County is requesting that a one-tablet to one-resident ratio be provided based on the Average Daily Population (ADP).

The system shall include, at no cost to the County, installation, maintenance, and service of the equipment and the telephone, tablets, video visitation system as a whole. The vendor must provide a complete “turn-key” fully operational system, which will provide local, interLATA and intraLATA, and interstate and intrastate service.

The minimum initial requirements of this system shall consist of 168 fixed resident telephones, a minimum of 70 kiosks, an ADP based number of resident tablets (approximately 600-800), private tablet visitation capabilities for all residents, and 64 non-contact visitation handsets for recording and monitoring resident telephone calls.

In addition, this contract will cover the time period during the construction and completion of the Jail Consolidation project which result in adjustments to the number and location of fixed telephones, kiosks and visitation.

Vendors should evaluate the needs of all the current jail facilities and recommend an appropriate number of video units as part of their proposal responses. Vendor should also evaluate the needs of the projected jail facilities and recommend an appropriate number of video units/kiosks in their proposal. System will include a monitoring and recording system. System will be a full turn-key operation.

The goal of this RFP is to procure a complete jail resident phone, tablet, and video visitation system for the benefit of the Dane County Jail and to have a mail scanning system. The County desires lowest

possible cost to residents, state of the art technology, accountability, enhanced customer service, increased performance, maintenance, and service of the equipment and the system as a whole.

The County desires to contract with a vendor who will assure that calls are billed, the costs of services and equipment are paid, and customer service is handled while providing the lowest cost possible to the residents and no cost to the County. Any premium services offered to the residents through the tablets should also be at the lowest possible cost to the residents.

The Dane County Jail does not currently use a mail scanning service. Proposals shall include options for mail scanning services

#### **4.2. CURRENT JAIL FACILITIES**

The Dane County Jail is currently comprised of two facilities:

##### **City-County Building (CCB) Jail:**

The City-County Building Jail (CCB), located at 210 Martin Luther King Jr. Blvd., Madison, is a linear style jail which was first built in the 1950s with two floors on the east side of the building. In 1985, the jail was expanded by adding 6<sup>th</sup> and 7<sup>th</sup> floor to the west side of the City-County Building, Total bed capacity of the CCB is 368.

The CCB is our maximum-security facility and is separated into four housing areas; 6 East, 7 East, 6 West, and 7 West

The CCB is a linear facility having cell blocks made up of individual cells surrounding a day room or common area. Each cell block houses four or eight residents. The individual cells have doors facing the dayroom. Each cell block has at least one phone.

Non-contact Visitation only occurs in a centralized visitation area. There are currently 26 visitation booths requiring handsets.

##### **Public Safety Building (PSB) Jail:**

The Public Safety Building (PSB), located at 115 W. Doty St., Madison was built in 1994. The PSB is designated as a medium/minimum security facility and uses the direct supervision model in the resident housing units. Total housing capacity in the PSB is 504 (including segregation).

The dorms on the 3<sup>rd</sup> and 4<sup>th</sup> floor of the PSB are large open rooms with no individual cells. Residents are double bunked in a portion of each pod. The large pods house up to 50 residents. There are also split pods which house up to 24 residents on one side and 28 on the other. The deputy station is at one end and looks into both split pods. There are currently 204 beds each on third and fourth floors.

The first floor of the PSB houses our Booking Center, and has housing for newly-arrested residents awaiting initial appearance court or residents who need to be classified before being housed elsewhere in the jail.

The booking area has two temporary holding areas where residents are held short term. Each holding area has two phones.

The public lobby has one phone that allows for free local calls to assist released residents.

Adjacent to the booking area are the larger, longer term housing areas. One housing area has two eight-person dorms and the other housing area has six eight-person dorms. There is also a segregation area with 15 individual cells. Each dorm has one phone and there is a holding area in segregation with one phone.

There is currently a visitation area on first floor that has a large, open room with several tables and chairs to accommodate contact visits. There are currently six non-contact visitation booths requiring handsets. There are currently ten (10) video visitation terminals for free public video visits.

Multiple wireless networks with sufficient bandwidth, including a confidential network for medical and mental health providers, are needed.

In addition to the two current jail facilities, the Dane County Courthouse is to be included in the scope of the contract for resident telephone services. The Dane County Courthouse, located at 215 South Hamilton Street, was opened in 2006. It has a rated capacity of 85 residents. Residents are held in this area on a short-term basis for court attendance. Four video visitation terminals are required for attorneys to visit residents in the jail.

There is connectivity between the CCB, the Public Safety Building Jail, and the Dane County Courthouse via secure tunnels between the buildings on the basement level.

#### 4.3. JAIL CONSOLIDATION PROJECT

In early 2024, the County began a building project intended to update and consolidate the jail facilities. This project will result in all jail residents being housed in one facility. The project involves the construction of a six-floor tower connected to the back of the Public Safety Building Jail located at 115 W. Doty St., Madison. The project will be completed in phases with an estimated completion date of early 2027.

The first phase of the project (the six-floor tower) is estimated to be completed in mid-2026. At that time, the 3<sup>rd</sup> and 4<sup>th</sup> floor of the PSB will be vacated to allow for renovation of those spaces. Additional renovation will occur in the PSB visitation area and male housing on first floor.

When finally completed in mid-2027, the consolidated jail facility will provide appropriate bed space for residents with medical and mental health needs and effectively eliminate the need for our outdated linear-style housing found in the CCB. The consolidated jail is designed to house minimum, medium, and maximum residents using primarily the direct supervision model.

The new first floor will consist of temporary dorm style housing and more restrictive single cell disciplinary style housing. The floor will house up to 72 residents.

Second/Third floor in the tower will be a mix use floor with single occupancy cells and sub-dayrooms, and double occupancy cells configured in a tiered style housing. This floor will house up to 124 residents.

Fourth floor will be our Medical and Mental Health floor. It will include a complete remodel of the PSB 4<sup>th</sup> floor. The floor will include separate housing for: male medical, male mental health, female medical, and female mental health. There is a mix of single occupancy cells w/ sub-dayrooms, double occupancy cells, dorm style housing, and medical cells. The floor will house up to 119 residents.

Fifth floor will have two General population (GPOP) housing units in a tiered configuration. All cells are double occupancy with a large open dayroom. The floor will house up to 124 residents across the two housing units.

Sixth floor will also have two GPOP housing units in a tiered configuration. All cells are double occupancy with a large open dayroom. The floor will house up to 124 residents across the two housing units.

The newly constructed areas will be wired with networking cable and access points to accommodate multiple wireless networks.

**The total housing capacity of the consolidated jail will be 825.**

**See Appendix 5 for a listing of current phones and video units by location.**

#### 4.4. TELEPHONE, TABLET, AND VIDEO VISITATION HARDWARE EQUIPMENT REQUIREMENTS

**The following is the list of hardware requirements for phone and video visitation:**

- **Telephones, Kiosks, and 1:1 Dedicated assigned tablets.**
  - A minimum of 168 fixed resident telephones
  - A minimum of 70 kiosks to accommodate electronic submissions of resident requests including medical services, and grievances and video visitation in areas where tablets are not accessible or equipped for private visitation.
  - Dedicated tablets to accommodate a 1:1 ratio (approximately 600 to 800 ADP),
  - A lobby phone and PREA line
  - 64 non-contact visitation handsets at the Dane County Jail (CCB & PSB)
  - The vendor shall provide all hardware, any applicable software and maintenance to the same.
  - Vendor must use tablets built for the corrections environment. Commercial tablets are not acceptable.
  - Must offer resident telephone calling and remote video visitation through dedicated application.
  - Upon the completion of the South Tower in 2026, we expect that phone service will be primarily through provided tablets. However, each housing area is equipped with appropriate wiring for wall mounted telephones and kiosks.

- It is estimated that we will need kiosks stations in the following increments for each floor: 1<sup>st</sup> floor: 16, 2<sup>nd</sup> floor: 27, 3<sup>rd</sup> floor: 18, 4<sup>th</sup> floor: 19, 5<sup>th</sup> floor: 28, 6<sup>th</sup> floor-28. However, the vendor may propose alternate technology solutions to meet the needs.
- Upon the total completion of Jail Consolidation project, the PSB visitation area on 1<sup>st</sup> floor will have Thirty-eight (38) non-contact visitation and attorney booths and four (4) video visitation booths. This will replace the existing 64 non-contact visitation handsets between the two facilities.
- **Connectivity.** All wiring provided must be of sufficient quality and quantity to support all requirements and at a minimum meet or exceed current performance standards. Cabling upgrades shall be provided by the vendor, where necessary, to meet these requirements. In-place cabling will be allowed to be tested and re-used. In the existing facilities, vendor must put in their own network through the use of both wired and wireless connectivity with secure, web-based control for facility staff.
- **Security fixtures.** Surface mounted instruments enclosed in sturdy metal (institutional or equivalent) housing with protected cords, maximum length of 18", finishes, and mountings suitable for use in a correctional facility.
- **Handsets.** Must be hearing aid compatible, tamper resistant handsets.
- **TDD devices.** An appropriate number of portable TDD devices will be provided to be in compliance with ADA requirements (a minimum of three (3) devices). Any other equipment required to comply with ADA requirements must also be provided. Vendor must provide PURPLE services or comparable service to meet this requirement. Both TDD and PURPLE services shall have the ability to be recorded for investigative purposes.
- **Headphones/earbuds with microphone for each tablet**
- **Charging carts/charging stations for each housing unit**
- **2 Scheduling kiosks for visitation, one for each building**
- **Calling instruction plate.** Each instrument is to be equipped with a calling instruction plate which will inform the resident that Sheriff's Office personnel may monitor, time and restrict service from the telephones, and that use of the telephone constitutes consent to these conditions. This plate should be written in both English and Spanish, and is to be maintained in legible condition during the term of the contract. Additional plates shall be available in Chinese-Mandarin, Hmong, Russian and Arabic.
- **Support Equipment.** The Vendor will provide all ancillary equipment required such as computer(s), printer(s), modems, and system software necessary to allow facility officials to

query, display and print individual resident telephone, tablet, and video activity as well as to perform general system administration and maintenance diagnostics. System software will be security level based with user login and password protection available. The system shall include secure connectivity to the existing Dane County network in order to allow County personnel access to the system on network desktop workstations and follow the minimum standards listed below in appendix 5 "Dane County IT Infrastructure".

- The Vendor must have the capability to respond to public records requests through the use of providing digital files in .MP3 or .MP4 format through removable media.
- **Installation.** All costs associated with the installation of this system are the sole responsibility of the Vendor. **All software and hardware will be installed and be fully operational per manufacturer's specifications for such equipment within 60 days after contract execution. Continuity of service, or very minimal disruption of service, must be maintained during the installation process of any new equipment.** The Vendor is required to work with the existing Vendor and the County to assure continuity of service, or minimal disruption of service is maintained during the installation of any new equipment. The County Jail officials will determine the locations, as well as the need for future installations and disconnects. All work and required schematics will be coordinated between Dane County Facilities Management and Information Technology as applicable. The Vendor will be responsible for all costs associated with the installation or disconnection throughout the term of the Contract.
- All work shall be done in a neat and professional manner and shall comply with the applicable national, state and local codes and regulations. Primary power electrical work shall be done by or under the supervision of an electrician licensed by the State of Wisconsin at no additional expense to the County. At no time shall the existing system be taken out of service until such time as the new system has been accepted. Upon completion, all as-built drawings and revised schematics shall be forwarded to the County preferably in dwg format.
- **Equipment.** Equipment shall be bid as new and unused. Equipment classified as demonstrators, prototype or discontinued shall not be installed. The equipment shall be the latest model offered and must be tried, proven, and in current use.
- **Expandability.** This system is to be expandable to service any new facility construction and/or expansion.
- Because CD Writing capabilities are not available through the Citrix Server Farm, the vendor shall be responsible for providing a minimum of PC's for this purpose. Where the County's network infrastructure does not provide access to high-speed internet service, the vendor shall be responsible for all the costs associated

- **Inventory, Schematics and/or /Drawings:** Within thirty days prior to the commencement of services, the vendor will be required to provide a complete inventory of components owned by the County and any provided by the Vendor (clearly identified separately) that will be utilized in the performance of this contract, as well as their location. This shall include the provision of a detailed cable map, if existing cable is not utilized, and/or a schematic drawing. This same information will be required upon completion of the contract and must include everything that will be left on site, regardless of the owner.

#### 4.5. TELEPHONE SERVICE REQUIREMENTS

**The following is the list of telephone service requirements:**

- Must allow for local, IntraLATA, InterLATA and Interstate services; outgoing calls.
- All voice prompts for service must be available in the Six most common languages spoken in Dane County. This includes English, Spanish, Chinese-Mandarin, Hmong, Russian and Arabic.
- Note: Any requests for call rate increases must be submitted 30 days in advance and are subject to approval by the County.
- International calls are allowed only when placed using the debit accounts with the exception of 011 numbers. Calls to be charged at the long distance (interstate) rates.
- Call acceptance by the call recipient shall be accomplished through positive call acceptance from a landline or cell phone. Passive acceptance of a call, such as staying on the line after the voice prompt sequence, is not permitted. Calls to answering machines, FAX machines, or computer modems will be terminated when the machine fails to positively accept the incoming call. The resident shall not be allowed to monitor call progress and system must not allow resident to communicate with the called party until the call has been accepted.
- The system shall allow collect, debit or pre-paid outgoing calling only. System should permit one single call per connection to a landline or cell phone, and shall provide for a means to prohibit 3-way calling, conference calls or pay phone connections.
- Call process from off-hook to call acceptance shall take no longer than 1 minute.
- The system must offer a recorded message that informs the call recipient the call is a collect call from the Dane County Jail and if they choose to accept the collect call, there is a minimum charge of X for X minutes.
- Resident is to receive a one-minute warning notice advising the call duration time is about to expire.
- There will be an option to set limits of length of calls and visits. There is no limit on the number of calls that can be made per day, unless otherwise specified.

- All resident calls and visits shall be processed by an automated operator and shall not allow access to a live operator at any time.
- Blanket restrictions must be in place to operator and directory services numbers, 411, 911 and other service numbers, specific numbers such as the institution's employees, other long-distance carriers via 800+, 888+, 900+, 950+, 976+, 10XXX, and other toll-free numbers.
- A structured acceptance test shall be conducted and passed successfully. Tests shall be conducted over a period of 30 consecutive days; beginning at the time the installation is completed.
- System is to be expandable to service any new facility construction and/or expansion. Please provide an explanation in your response detailing the specific impact this will have on the fee structure.
- The system shall include the capability of a text to voice grievance system allowing responses to be forwarded to a voice mail box accessible to the resident at no cost to the resident.
- The system shall have available a voicemail option allowing individual residents access to voice mail messages.
- The system shall have **Continuous Biometric Technology** available for the duration of the call. System shall have voice verification capabilities for enhanced fraud detection.

Vendor will have the capability to interface their call processing equipment with the resident banking system provided by Summit Group (CBM Managed Services) Elior Group commissary and resident banking system, to allow residents to use their trust fund accounts to purchase minutes and to allow unused minutes to be automatically credited to their trust account at time of departure. The vendor must provide a phone and tablet ordering function for commissary products capable of integrating into CBM's fulfillment systems or use CBM's ordering system through the phone system.

All interfaces and development are to be done at no additional cost to the County or CBM. CBM contact person is Travis Peterson, Director of Commissary Operations-East Region,(Mobile: 605-214-9665 Email: [Travis.Peterson@summitfoodservice.com](mailto:Travis.Peterson@summitfoodservice.com) )

- If the Commissary service provider changes, Vendor will interface with new service at no cost to the County.
- System must allow for unlimited call blocking and notify resident that call has been blocked.
- Call recipient should have an option to block any further resident call attempts at the time the call is received.
- Service for four phones in booking area is provided at no cost to residents or the County.
- The system must be able to exempt specific telephone numbers from monitoring or recording and be capable of identifying specified telephone numbers as "do not record".

- System shall have sufficient electronic storage capacity for on-site retention of call recordings for the duration of the contract and have a backup schedule at least weekly to an off-site location.
- The County will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service.
- System shall provide the capability to establish a credit limit per billed number.

#### 4.6. TABLET SERVICE REQUIREMENTS

The following is a list of tablet service requirements

- Provide one-to-one assigned tablets based on average daily population and an additional 20% of that total to use as spares in the event of breakage, malfunction, or surge in population.
- Public Defenders and other professional partners who require private access to residents will be able to do so through tablet accounts without being monitored or recorded. The County desires this service be provided at no cost to the Public Defender or designated professionals.
- The system shall have a confidential electronic discovery option for legal materials to be received on the tablet.
- Tablets shall have instructions available in the 6 most common languages in Dane County, which includes English, Spanish, Chinese-Mandarin, Hmong Russian, and Arabic. Vendor shall have options for other languages.
- **Enhanced Services**
  - **Resident Content Access**-Vendor will make available access to certain content through the tablets, including music, games, electronic messaging, eBooks to include current bestsellers. A free profile content should also be provided.
  - Content shall be available in multiple languages including most common languages in Dane County
- **Remote Video Visitation** - Remote video visitation is to be offered on the tablets at no cost to the County.
  - Privacy features should include faded or blurred backgrounds during and screen blackouts when the screen is tilted, multiple faces enter the screen and/or other concerning behaviors occur.
- **Voice Communication** - Provider will enable tablet for outbound voice communications. Headsets equipped with a microphone will be required.
- **Resident Accounts** - All tablet usage may be purchased with money from a Resident Account which is funded by the resident or their friends and families. Residents fund the Resident

Account by transferring monies from their trust account. Resident Friends and Family fund a resident's account by deposits made through Vendor consumer channels.

- **Basic Education** - Vendor will also provide basic education package aligned with state standards.
- **Law Library** - The vendor shall supply Lexus Nexus or a similar software program that allows residents to access a law library.
- **OverDrive** - The system shall have the ability to interface with OverDrive Digital Library for the tablets.
- **Voter Registration** - Secure link or app for direct voter registration for residents
- **Messaging from Family and Friends**
- **Requests and Grievances** - The system shall have the ability for the residents to submit requests and grievances on the tablet.
- **Emergency Grievances** - The system shall have Emergency Grievance functionality on the tablets.
- The system shall be able to draft forms, upload videos to be shared on the tablet, and create interactive, workable documents with DocuSign capabilities for electronic signatures.
- The system shall have an approval process for photos to be approved prior to being received on the tablet.
- **Video Conferencing** - Video conferencing capabilities shall be available to use for Disciplinary Hearings and confidential Nurse On-Call visits.
- **Visitor Information Verification** - The system shall require visitor information verification when creating an account.
- **Jail Intelligence Functionality**-the system shall establish keywords that result in the message being flagged when used, searchability of keywords, alert system.

#### 4.7. TELEPHONE, TABLET, AND VIDEO VISITATION ADMINISTRATION REQUIREMENTS

**The following is a list of administrative requirements:**

Administrator's responsibilities shall include but may not necessarily be limited to:

- The overall management of the phone, tablet, and video system and act as a liaison between the Sheriff's Office and the Vendor or contractors/subcontractors.
- Coordinating on-site operations
- Providing usernames and passwords to deputies and those authorized to access the system.

- Multilingual interpretation and translation with meaningful access on the phone, tablet, and visitation in the top five languages by qualified interpreters and translators
- Maintaining and managing resident phone database, including uploading attorney's phone numbers and assuring any calls from resident are not recorded.
- Provide training to make facility personnel familiar with the operation of the resident telephone and tablet system, video visitation system, and all auxiliary services prior to cutover on the use of all equipment and functions available to the County staff and residents. Up to twenty-four (24) jail staff shall be provided complete on-site system training to be provided annually for continuous training of new jail staff. Training must include all resident functions, system administration functions, report generation and use, recording/monitoring, vendor support procedures, and other subjects needed for a full and complete implementation. In addition to the onsite training program, a robust training section that includes online training links and videos will be provided by the Vendor. Demo tablets will be supplied to assist deputies in seeing the end user side.
- Monitoring system operations
- Preparing reports and recommending system-wide improvements
- Meeting with DCSO staff as needed to address any resident phone, tablet, and visitation system, service or management performance issues.
- Developing and maintaining resident phone, tablet, and video database. Note: All databases created and/or maintained for resident call, tablet, and visitation records are the property of Dane County and must be backed up at least weekly to an off-site location.
- Performing call blocking at the request of designated staff
- Responding to law enforcement and other record requests
- Providing fixes to phone equipment such as replacing handsets, keypads, cords, and volume buttons.
- Providing prompt fixes to tablets, such as fixing headset ports and supplying immediate spares.
- Initiating trouble tickets/tracking progress, including scheduling on-site repairs for tasks outside of their expertise, such as wiring issues, and reporting resolution
- Performing periodic reviews of maintenance issues equipment conditions on a monthly basis.
- Maintaining adequate equipment inventory to include sufficient supply of spares

- Responding to inquiries and resolving all complaints, regardless of the source, related to phone and tablet systems, services or charges. The Administrator and/or Vendor shall not refer any such questions or complaints to the Jail, Sheriff's Office or other County staff.
- Generating an alert system if an employee phone number is dialed on the phone system
- **Maintenance support** Vendor shall provide 24-hour/day telephone, tablet access with local or toll-free number for full maintenance support, and responsibility for providing coordination of repairs on local/intralata/interlata/interstate services. All repairs will be performed at the Vendor's expense during the term of the contract.
- The vendor must respond to all service calls and/or requests for service within 4 hours of notification. The vendor shall contact the county within 24 hours of receiving a call for service and verify the status of the repair or ensure the system is working properly. Vendor shall provide secure remote access with MFA authentication that allows Vendor to remotely access their system to apply a quick fix or conduct diagnostics to determine the issue. The secure system shall be controlled by the DCSO. When remote access is deemed necessary the Vendor can contact the DCSO and the DCSO can turn the remote access on. When the remote access procedure is complete the DCSO can turn off remote access thus prevent any remote access.
- Vendor shall provide operator assistance to residents to assist them with billing questions.
- The Vendor will be responsible for maintaining records in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
- The Vendor will provide training on the operation of the phone, tablet, and video system and all auxiliary services at no additional cost to the County. Training must include all resident functions, system administration functions, report generation and use, recording/monitoring, vendor support procedures, and other information needed for full and complete implementation.
- System will be permission based to allow different users to have access to different privileges in the system, as defined by DCSO.
- Each user will require a unique username and password that will determine their level of functionality.
- The County is not liable for fraud, theft, vandalism/damage, or loss of the vendor's equipment. All costs associated with repair or replacement will be the responsibility of the vendor.
- **Ownership of Data**
  - **Upon termination or expiration of the contract agreement, it is understood that all completed or partially completed data, records, computations, survey information, and all other material the Vendor has collected or prepared in carrying out the contract shall be**

- provided to and become the exclusive property of the COUNTY unless or until such time as any of the above materials become public domain. Therefore, any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by the Vendor under this agreement shall not be made available to any individual or organization by the Vendor without the prior written authorization of the COUNTY.**
- No reports or documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Vendor. Data obtained through this agreement shall not be utilized for formal presentations, conferences, classes, presentations, articles, chapters or other public dissemination without the express written approval of the County of the materials specifically and of the dissemination in general.
  - Media Releases and Contact – The vendor’s staff, independent contractors and subcontracts shall be restricted from releasing any information about the contract or events occurring within a County facility to a public forum or to the media without the authorization of the County and coordinated through the County’s public information representatives.
  - Reports The Vendor is required to prepare and submit electronically the reports noted below to DCSO by the 10th day following each month that includes the following fields in an Excel Spreadsheet format or in a format that can be exported to Excel.
  - Monthly: A summary report by phone instrument of total calls and visits made, total positively accepted calls, average minutes per accepted call, average number of calls my resident and number of disallowed calls by the categories local, IntraLATA, InterLATA, Interstate Local Calls and International Calls.
  - Monthly: A summary report by tablet usage
  - Quarterly: Provide Quarterly Reports on system performance and customer services issues. This report is to include, but is not limited to service problems (hardware and software), consumer complaints, their resolution and the amount of time to resolve each problem.
  - The Vendor will have the capability of providing detailed reports to DCSO for identified time periods by phone and tablet, by category, or by call types when requested, or make such reports available to DCSO to run at their discretion.
  - The Vendor will have the capability of providing robust detailed reports to run grievance data by staff member, housing location, and grievance type.
  - The Vendor may not pass on or pass through to the customer paying for collect calls the charges referred to as “LEC billing cost”, “billing rendering fee”, “billing recovery fee”, “bill statement fee” or any other “hidden” fees. All rates/costs must be transparent and identified to the County up front designed to provide the lowest possible cost to the resident.

#### 4.8. GENERAL TELEPHONE, TABLET, AND VIDEO VISITATION SYSTEM REQUIREMENTS

The following is the list of System Requirements:

- Ability to turn off entire system or individual locations in the system from a central location inside of the facility or via software settings. The proposed system will not require any electrical outlets at the actual phone and visitation locations.
- Surge protection and minimum 2-hour uninterruptible power supply shall be included to prevent potential problems in the system caused by power surges and spikes. Vendor shall provide the minimum requirements which meet industry standard.
- Diagnostic tests and periodic assessment for proper operation of phones and visitation stations must be performed on a regular basis or as recommended by the manufacturer
- Installation of system updates, upgrades and or enhancements must be performed on a regular basis or as recommended by the manufacturer.
- Regular software upgrades are to be implemented throughout the contract term, with new and enhanced features being offered to the County at no additional charge. Any downtime required for maintenance/upgrades should be scheduled 48 hours in advance by providing written notice to the DCSO and scheduled at a time that results in the least amount of disruption. DCSO shall be notified of immediately of all available upgrades for system and once DCSO has approved of upgrading, vendor is expected to install upgrades within 60 days of release **Failure to install upgrades within 60 days of release will result in a penalty of \$1,000 per day for each day after the 60 days.**
- System shall provide automatic problem reporting capabilities and automatic notification to the Vendor 24/7 when any segment of the system is out of service. The recording system shall provide continuous on-line self-test diagnostics. Any recording drive failure must immediately notify the Vendor and DCSO with some type of alarm. This includes hard drive failures.
- System shall provide call detail-reporting (CDR) capabilities, both in screen display and printed report form, as follows: station number, telephone/line being used, trunk definition (local or long distance), number dialed, date, time-of-day, duration of the call, destination (city and state), reason for call not completed if applicable, charge for call and call type (local, interLATA, intraLATA, interstate).

- The system shall have integrated call supervisions and reporting capabilities including live conversation monitoring, recording and playback.
- The system shall provide for call monitoring without any detectable deterioration of call quality or call interruptions.
- System must notify resident by a recorded message that the call/visit may be monitored.
- System shall provide the capability for access to free calls and visitation for the purpose of legal representation
- The system shall have a call alert feature that alerts DCSO that a designated resident is calling a number that has been assigned to alert status. Alert notification will allow DCSO to then monitor the call in-progress without the resident or called party having knowledge of this. The alert will be generated if dialed regardless of call completion.
- Recorded calls and visits should be retrievable and playable on any existing sound capable PC via network connection.
- Flagging and archiving of recorded calls and visits shall be accomplished by a Windows interface with simple search criteria fill-in screens.
- The system will provide the ability to create and maintain a phone tablet, and visitation account unique to each resident.
- The system shall require PIN numbers for each individual resident for monitoring of calls and visits.
- Vendor may suggest other system options or available features.

#### 4.9. OVERVIEW OF VIDEO VISITATION SYSTEM REQUIREMENTS

Vendor to provide Video Visitation to housing units and visitation areas in the PSB at no cost to the County. Vendor will evaluate the needs of the PSB and recommend an appropriate number of video kiosk units. System will be a full turn key operation. Stored video data will not integrate with the County Network. Proposals to provide video visitation system, which shall include, at no cost to the County, installation, maintenance, and service of the equipment system.

#### 4.10. VIDEO VISITATION HARDWARE REQUIREMENTS

**In addition to the system requirements documented above Video Visitation will also require the following:**

- All equipment for the Video Visitation will be state of the art, resistant to physical abuse, waterproof, and considered user friendly. The video visitation stations shall be sturdy, vandal resistant and steel armored, composed of durable, tamper-free equipment suitable for a detention/corrections environment.

- Video Visitation stations must comply with any ADA requirements Any other equipment required to comply with ADA requirements must also be provided at no cost to the County.
- The vendor shall provide all hardware, any applicable software and maintenance and related updates.

#### 4.11. VIDEO VISITATION ADMINISTRATION REQUIREMENTS

- The Video Visitation System will allow the public to visit residents remotely as well as from a visitation center located within the PSB Jail.
- The Vendor will have the capability of providing detailed reports to DCSO.
- The costs for remote access to the visitation system will be at the lowest cost possible to the resident.
- There will be no fee for web-based account deposits.
- Public Defenders and other professional partners who require private access to residents will be able to do so through remote video visitation without being monitored or recorded. The County desires this service be provided at no cost to the Public Defender or designated professionals.
- All video recordings will remain the property of DCSO.
- The Video Visitation System shall store data for a minimum of one year.
- Stored video data will not integrate with the County Network.
- Provide an audit trail of all system activity (i.e., user login times and locations, which users have scheduled/modified/canceled a visit, etc.)
- Provide for integration with, or data retrieval from, the DCSO Record Management System.
- The video system must be expandable to other DCSO jail facilities and any new facility construction and/or expansion.
- Vendor to provide a no cost/fee service for visits occurring entirely within the jail facilities.

#### 4.12. VISITATION SCHEDULING SYSTEM REQUIREMENTS

- The Visitation scheduling, user management and policy management must be web-based and allow for DCSO to administer visitation sessions and visitation operations based on the DCSO policies.
- The system will provide a browser-based videoconference without visitors having to download any proprietary software on their computer to conduct the visit.

- The system will provide a Multi-lingual resident interface (English and the top five other languages)
- The system will display notifications to resident and visitor, in English and top five languages, that their visit may be monitored and recorded.
- The system will provide a web-based scheduling system to send an email to the visitor when a visit is scheduled, modified or canceled.
- The system shall automatically cancel a visit if the resident's custody status has changed or the resident has been released.
- The system will provide for authorized personnel to quickly and easily schedule visitation sessions.
- The system will interface with Motorola Flex RMS (Formally Spillman) to provide basic resident information, keep separate, and housing location to eliminate the need for a separate account set up.
- Vendor is responsible for any and all costs associated with updating the interface.
- The system must be capable of setting varying visit durations as determined by the County.
- The system should allow for multiple configurable options for screen resolution and bandwidth requirements.
- The system will provide a management system that communicates with the video hardware at the time of the scheduled visit allowing the visitation session to automatically begin without staff involvement.
- If a scheduled visit is canceled, the timeslot should become available for scheduling.
- The system will assign a unique visitation identification number for every visit for reporting and tracking.
- Recordings will be in the form of a digital file and will not require proprietary equipment to review.
- Recordings will be downloadable in either .MP3 or .MP4 format that can be extracted to removable media.
- The system will provide a visual warning message to inform the visitor that the visit will be ending in five minutes. A "count down" clock should be visible for visitation participants to signal the end of the time allotted.
- The system will provide the ability to create and maintain a pre-approved visitor list unique to each resident.

- The system should provide high-definition video streaming capabilities.
- Vendor may suggest other options or available features that would benefit Dane County.

#### 4.13. COUNTY TECHNOLOGY STANDARDS

- ATTACHMENT A - DANE COUNTY IT INFRASTRUCTURE describes the technology standards at Dane County in a variety of areas that should be adhered to as part of any new technology deployment. This document is specific to the RFP for the Resident Phone and Video Visitation System.
- The resident Phone, Tablet, and Video Visitation System must have the ability to receive information from the existing Records Management System The system must interface directly with Motorola's Flex Data Exchange API – vendor is responsible for signing an agreement with Motorola for access to their API and any associated costs.
- Any necessary changes to the interface due to upgrades to the RMS are the responsibility of the Vendor.
- The Vendor shall provide at least 5 working days' notice to the County whenever possible when making network configuration changes, alerting County network administrators of potential problems.
- The jail addition will be wired for our own county network AP locations. Additionally, at each location there will be a spare backbox and Cat6 wiring from the backbox to our technology room backbone for use by the tablet provider. The provider would need to supply their own AP and any other equipment to tie into the Dane county network. Dane county IM will need to approve the routes

#### 4.14. SYSTEM AUDITING

**The following is the list of system auditing requirements:**

- Dane County and their duly authorized representatives shall have prompt access for the purpose of audit and examination to all of the Vendor's books, documents, papers, financial transactions, reports and records that pertain to County activities and funds, on an annual basis.
- The Vendor shall maintain sufficient records to ensure proper determination of funds due to the County. Records shall be made available to the County for review upon request. During and after the term of this Agreement, including any renewal period (s), Vendor shall recognize and protect the confidentiality of all information and shall not disclose information to ANY party other than to the County, except by written consent of the County. Names and information are not to be turned over to any party under any circumstance even in the pursuit of collecting or retrieving bad debt.

- The vendor shall provide a monthly Call Detail Report, which shall include, but is not limited to: total/true gross billable revenue, (i.e. local, long distance, calling card, etc.) Additional management reports must document: call/visitation origination, destination and duration; billing dates; call type (i.e. local, long distance, calling card etc.) minute usage. Individual reports will be made available by Vendor to Dane County documenting: local, long distance, and calling cards. Dane County may request further call detail usage reports at any time. The Vendor shall work with the County to ensure management reports meet the County's needs.

#### 4.15. STANDARDS OF PERFORMANCE AND ACCEPTANCE

The Vendor will complete system performance testing to determine if the system performs as follows:

- In accordance with the manufacturers published specifications, as well as the requirements as defined in this RFP.
- If applicable, meets all of the any optional requirements included in the base system.

If the system fails to meet the standards of performance after sixty- (60) calendar days, Dane County may elect one of the following and so notify the vendor in writing of such election:

- Dane County may terminate the contract and request the removal of the software and hardware with no charges or penalties.
- Dane County may demand, and vendor agrees, to install a direct replacement of the software and/or hardware causing the failure. Such direct replacement shall be subject to all provisions of this section.
- Dane County may demand that the Vendor remove their software and hardware and reinstall/restore the County's previous system.

The system shall not be accepted until the Vendor has submitted appropriate notice to the County that the above has been completed, which includes documentation verifying testing parameters.

#### 4.16. MAIL SCANNING - OFF PREMISE MAIL SCANNING OPTION

- Staff can reassign scans if needed
- Staff can view approved scans via the facility messaging application
- Staff can view and audit mail scans
- All scans with a booking number will be automatically approved and delivered
- If the booking number was not read, staff would need to open and assign
- Facility can choose to auto-approve scans
- Physical mail is destroyed after 60 days

- No professional, legal, privileged mail or packages should be processed by the mail scanning vendor. In addition, no mail with checks or money orders will be processed. All should go directly to the facility.
- The ability for the sender to set up an account to be notified when mail is received, under review, or rejected.
- The vendor will manage and respond to mail senders and recipients regarding acquiring any original mail.

#### 4.17. ONSITE LEGAL MAIL PROCESSING

- Legal mail can be scanned at a kiosk and uploaded to the resident's table account in front of the resident.
- Electronic Confidential Discovery option on tablet to include the ability for the attorney to upload large document files, workable documents and upload videos and send to the resident via the tablet with docusign capabilities.
- The vendor will have a vetting and registration process for attorneys, ADA's, and other legal counsel.

#### 4.18. CONTRACT MANAGEMENT

The Vendor shall provide all labor, supervision, software, hardware any associated updates and equipment required to install, operate and maintain a resident phone, tablet and video visitation system including but not limited to:

- Provide services 24 hours a day, seven days a week
- Provide all calling and video visitation services, management and administrative capabilities including daily download of all call records to a call processing system that is backed up to a secured location and maintaining and distributing detailed records.
- Provide local and long-distance calling services utilizing collect calling, debit accounts and pre-paid calling accounts.
- Comply with all Public Service Commission of Wisconsin rules, Federal Communications Commission's rules and all other applicable standards and regulations are required over the life of the contract.
- Complete and file all necessary paperwork, including tariffs, with the State Regulatory Commissions. All tariffs, standards and regulations utilized in pricing calculations must be provided in the RFP pricing proposal response.

- Provide all required equipment hardware, software, maintenance, upgrades and enhancements as needed at no cost to the County. Consumables, with the exception of paper, are the responsibility of the Vendor.
- Respond to repair/service problems timely given the 24/7 operations of the jail. In addition, follow-up with appropriate personnel to assure repair has been completed and system is performing properly.

The Vendor shall recruit and employ an administrator to oversee the overall management of the system and fulfill the following expectations:

- Act as a liaison between the County Jail and/or County's Contract Administrator
- Timely respond to resident requests and service calls for repairs and replacements
- Audit inventory and address shortages in housing unit's supply
- Conduct Monthly site equipment inspections
- Provide tablet training to residents
- Participate in monthly meetings to review and address facility concerns

Proposal shall include options for mail scanning provided by the vendor, either at a remote location or on site. Staffing for this service shall be provided by the vendor.

#### **4.19. CURRENT OPERATIONS**

##### **Telephone Services:**

Current operations provide 168 fixed resident telephones located in the City-County Building, Public Safety Building, and the Dane County Courthouse and 64 visitation handsets with recording and monitoring capabilities.

For current Dane County Jail Phone Rates see Appendix 1.

##### **Current Tablet Summary:**

The PSB has an allotment of 83 NFC (Near Field Communication) stationary-mounted units to facilitate video visitation and 20 wall-mounted kiosks for general requests, grievances, and medical requests.

The CCB has an allotment of 94 NFC stationary-mounted units and 8 wall-mounted kiosks.

All general population residents are issued tablets following a one-to-one ratio. The supply allotted to Dane County is based on our ADP(Average Daily Population) which is typically between 600-800 residents.

The current monitoring and recording system provides DCSO personnel with the capability to monitor and record all electronic communications.

Currently, there is no fee charged to the resident for non-contact or video visitation occurring through the on-site visitation areas.

#### **4.20. ANNUAL ADMINISTRATION FEE**

The vendor will be assessed an annual administrative fee. The administrative fee is **\$ 269,046.84** in year one. The administrative fee shall increase by 3% per year.

#### **4.21. PROPOSER REFERENCES**

Proposers must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

## 5. RFP Response Requirements & Evaluation Criteria

**1. RFP Response** - Proposers shall upload and submit their proposal response document(s) to Section 1 of the Vendor Questionnaire.

- The RFP Response shall be organized to comply with the section numbers and names as shown below. Each section heading shall be clearly marked.
  - If applicable, the Local Vendor Preference section is answered within the Vendor Questionnaire and doesn't need to be included in the RFP Response document.
- Cover Letter / Cover Page
  - Provide a Cover Letter or Cover page and at minimum should include:
    - Contact Person for the RFP process
    - RFP Title
    - RFP #
    - Name of Proposer
- Table of Contents may be included but is not required.
- Graphics may be included but are not required.

### 2. Cost Proposal Response

- Complete the Pricing Table if there is one located within the RFP Posting.
- If there is no Pricing Table within the RFP Posting:
  - Download and complete the Pricing Section document from the Attachment Section of the RFP Posting.
  - Upload the completed Pricing Section document to Section 1 of the Vendor Questionnaire.

**3. Document Formatting** - The RFP Response and Cost Proposal (if applicable) documents must be saved in PDF format unless otherwise specified within the RFP document and the file name shall include the RFP# and name of business submitting proposal.

- Example of how to name the files:
  - **RFP Response Document:** "2023-RFP-025 – Vendor Name"
  - **Cost Proposal Document (if no pricing table):** "2023-RFP-025 – Vendor Name - Cost Proposal"

**4. Evaluation Criteria** - each section includes the Point Value assigned to it for evaluation purposes.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>ORGANIZATION CAPABILITIES</b></p> <p>Describe the firm's experience and capabilities in providing resident phone, tablet, and video visitation services. Be specific and identify projects, dates, and results.</p>	Points Based	<p>30 <i>(28.6% of Total)</i></p>
2.	<p><b>STAFF QUALIFICATIONS</b></p> <p>Provide resumes describing the educational and work experiences for each of the <u>key</u> staff who would be assigned to the project.</p> <p>A security clearance will be required for any employee needing access into the Dane County Jail. All personnel that will be onsite will be required to complete a release form for this purpose. The signed release must be provided two weeks prior to commencement of any activity, and during the contract prior to any new employees being hired to do work at the aforementioned facilities. All employees will have uniforms and/or proper visible identification while working inside and outside of County buildings. Entrance to all jail facilities will require an escort.</p>	Points Based	<p>20 <i>(19% of Total)</i></p>

3.	<p><b>TECHNICAL REQUIREMENTS &amp; AFTER SALES &amp; SUPPORT</b></p> <p>Provide a narrative regarding how the firm will comply with the requirements from each of the following sections:</p> <p>Section 4.4 - Telephone, Tablet, and Video Visitation Hardware Equipment Requirements</p> <p>Section 4.5 - Telephone Service Requirements</p> <p>Section 4.6 - Tablet Service Requirements</p> <p>Section 4.7 - Telephone, Tablet, and Video Visitation Administration Requirements</p> <p>Section 4.8 - General Telephone, Tablet, and Video Visitation System Requirements</p> <p>Section 4.10 - Video Visitation Hardware Requirements</p> <p>Section 4.11 - Video Visitation Administration Requirements</p> <p>Section 4.12 - Visitation Scheduling System Requirements</p> <p>Section 4.13 - County Technology Standards</p> <p>Section 4.14 - System Auditing</p> <p>Section 4.15 - Standards of Performance and Acceptance</p> <p>Section 4.16 - Mail Scanning - Off Premise Mail Scanning Option</p> <p>Section 4.17 - Onsite Legal Mail Processing</p> <p>Section 4.18 - Contract Management</p>	Points Based	30 <i>(28.6% of Total)</i>
4.	<b>Cost</b>	Points Based	20 <i>(19% of Total)</i>
5.	<b>Local Vendor Preference</b>	Points Based	5 <i>(4.8% of Total)</i>

## 6. Vendor Questionnaire

### 6.1. RFP DOCUMENT UPLOADS

#### 6.1.1. *Single Proposal Submission\**

Only 1 proposal is allowed to be submitted per Vendor Account. This means if you are submitting multiple proposals, you must follow the instructions set forth within the Section 2.2 RFP Guidelines and Overview - Multiple Proposals & Acceptance.

It is understood that if multiple proposals are uploaded using 1 vendor account, the entire submission will be subject to disqualification.

Please confirm

\*Response required

#### 6.1.2. *RFP Response Document - Upload your Proposal\**

Please DO NOT include Cost information in this section.

\*Response required

#### 6.1.3. *RFP Response - Supplemental Document Upload*

Upload any additional or required information documents that supplements this solicitation.

#### 6.1.4. *RFP Cost Proposal Document - Upload Cost Proposal \**

Pricing shall be inclusive of all labor, delivery costs and other expenses necessary to provide product in accordance with the specifications and terms and conditions of this bid document and your proposal.

\*Response required

#### 6.1.5. *REFERENCES\**

Please attach a document that includes at least 3 references from organizations, including points of contact (name, address, and telephone number), for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

\*Response required

#### 6.1.6. *W9 Upload\**

Upload your company's W9 form.

NOTE: The W9 is required to be signed within the past 12 months

\*Response required

## 6.2. VENDOR INFORMATION

### 6.2.1. *Local Vendor Preference \**

#### **Select a Local Vendor Preference:**

Vendors located within Dane County automatically receive five points toward the evaluation score.

Vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

Vendors located outside of Dane County and the 7 counties adjacent to Dane County would choose "No Preference".

NOTE: A post office box address does not qualify as an established place of business.

- No Preference
- Yes - Dane County
- Yes - Columbia County
- Yes - Dodge County
- Yes - Green County
- Yes - Jefferson County
- Yes - Iowa County
- Yes - Rock County
- Yes - Sauk County

\*Response required

### 6.2.2. *Fair Labor Practice Certification \**

Has your company been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed?

If **yes** is answered, a copy of any relevant information regarding such violation is required to be uploaded with your bid submission.

Additional information about the NLRB and WERC can be found using the following links:

[www.nlrb.gov](http://www.nlrb.gov) and <http://werc.wi.gov>.

- No, our company has NOT been found by the NLRB or the WERC to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.
- Yes, our company HAS been found by the NLRB or the WERC to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.

\*Response required

### 6.2.3. *Compliance Records\**

Provide information regarding the company's compliance with legal and regulatory requirements that are relevant to your industry. This could include certifications, licenses, audits, or any government or

industry-specific reports demonstrating adherence to the laws. Any documentation supporting this information may be uploaded via question 2.4.

\*Response required

**6.2.4. Compliance Records Documentation Upload**

Any supporting documentation to question #2.3 may be uploaded here. Please include certifications, licenses, audits, or any government or industry-specific reports demonstrating adherence to the laws.

**6.2.5. Bankruptcy Filings\***

Please provide a disclosure of any bankruptcy filings made within the past three years. This could include Chapter 7, Chapter 11, or other related filings, and any actions taken since the filing. Any supporting documentation may be uploaded via question #2.6.

If there are no bankruptcy filings to report, please enter "N/A" in the space below.

\*Response required

**6.2.6. Bankruptcy Filings Documentation Upload**

Any supporting documentation regarding question #2.5 - Bankruptcy Filings may be uploaded here.

**6.2.7. Cooperative Purchasing\***

*Reference Guidelines - Section F.*

**Does your company agree to furnish the commodities or services of this bid to municipalities and state agencies?**

Yes

No

\*Response required

**6.2.8. Designation of Confidential and Proprietary Information\***

Please specify what information you wish to designate as confidential and proprietary. Please identify section/ pages/ topic /documents, etc.

**NOTE: Pricing sections cannot be designated as confidential and proprietary.**

*If nothing will be designated, simply type "None" in the section below.*

\*Response required

**6.2.9. Did you attend the mandatory vendor conference?\***

Yes

No

\*Response required

**6.3. RFP ADDENDA**

**6.3.1. *I understand that if any addendum is issued I will have to acknowledge the posted addendum. \****

Please confirm

\*Response required

*6.3.2. If an addendum is posted after I have submitted my proposal response and the resulting addendum requires action to be taken either in the Specification Section or Pricing Section, I understand that:\**

1. I will have to unsubmit my proposal response.
2. I will have to acknowledge the posted addendum.
3. I will have to take action in responding to the changes on either the Specification Section or Pricing Section.
4. I will then have to resubmit my proposal response.

Further instructions on addendum(a) postings can be found [here](#).

Please confirm

\*Response required

#### 6.4. SIGNATURE AFFIDAVIT

##### 6.4.1. *RFP Response Signature Affidavit\**

This is an electronic signature form via DocuSign that is required to be signed upon finalizing submission of bid or proposal.

**NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the help articles below:**

[How to Complete DocuSign Forms](#)

[How to Download, Complete and Upload without DocuSign](#)

[Click here to go to the form](#)

\*Response required

## **7. Standard Terms and Conditions**

### **7.1. APPLICABILITY**

The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

### **7.2. ENTIRE AGREEMENT**

These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

### **7.3. DEFINITIONS**

As used herein, “vendor” includes a provider of goods or services, or both, who is responding to an RFP or a bid, and “bid” includes a response to either an RFP or a bid.

### **7.4. SPECIFICATIONS**

The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

### **7.5. DEVIATIONS AND EXCEPTIONS**

Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

### **7.6. QUALITY**

Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

### **7.7. QUANTITIES**

The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

## 7.8. DELIVERY

Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

## 7.9. PRICING

Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

1. Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

2. Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

## 7.10. ACCEPTANCE-REJECTION

Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

1. Proposals must be submitted via the County's [eProcurement Portal](#). THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

## 7.11. METHOD OF AWARD

Award shall be made to the lowest responsible responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

## 7.12. ORDERING/ACCEPTANCE

Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

## 7.13. NO WAIVER OF DEFAULT

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 the

Agreement or a waiver of any default of the successful vendor, 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.

#### 7.14. TAXES

The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number CES 008-1020421168-06 to Dane County.

1. The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

#### 7.15. GUARANTEED DELIVERY

Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

#### 7.16. APPLICABLE LAW AND VENUE

This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

#### 7.17. ASSIGNMENT

No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

#### 7.18. NON-DISCRIMINATION/AFFIRMATIVE

ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, 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. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

1. Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.
2. The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.
3. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.
4. The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.
5. AMERICANS WITH DISABILITIES ACT: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

#### 7.19. PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT

The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

#### 7.20. SAFETY REQUIREMENTS

All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

1. MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

#### 7.21. WARRANTY

Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

## 7.22. INDEMNIFICATION & INSURANCE

1. Vendor 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 vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of vendor under this paragraph shall survive the expiration or termination of this Agreement.

2.. 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, vendor shall, at vendor'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, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

### 2.1 Commercial General Liability.

Vendor 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 vendors and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

### 2.2. Commercial/Business Automobile Liability.

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

### 2.3. Environmental Impairment (Pollution) Liability

Vendor 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.

### 2.4. Workers' Compensation.

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

### 2.5. Umbrella or Excess Liability.

Vendor 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. Vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

3. Upon execution of this Agreement, vendor shall furnish County with a Certificate of Insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If vendor's insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on claims-made policies, either vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

4. 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.

### 7.23. CANCELLATION

County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

### 7.24. 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.

1. **PUBLIC RECORDS ACCESS:** It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

2. **PROPRIETARY INFORMATION:** If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester’s right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

3. Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

4. Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

### 7.25. RECYCLED MATERIALS

Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

### 7.26. PROMOTIONAL ADVERTISING

Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

### 7.27. ANTITRUST ASSIGNMENT

The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

## 7.28. RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS

Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

## 7.29. COMPLIANCE WITH FAIR LABOR STANDARDS

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

1. VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).
2. VENDOR 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."